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ABSTRACT

The collective bargaining agreement between Oakland University and the University's chapter (370 members) of the American Association of University Professors (AAUP) covering the period 1985-1988 is presented. Items covered in the agreement include: definitions and recognition of AAUP, academic titles, AAUP rights, university management, employment procedures, appointment of department heads, review of faculty, faculty reemployment and promotion, tenure, types of layoff, layoff procedures and monetary entitlements, recall, discipline and discharge, professional responsibilities outside of professional work, teacher regular salaries and summer pay rate, salaries of chairpersons and coordinators, fall/winter off-campus overload pay, salaries for visiting faculty and special lecturers, medical/dental insurance, life insurance, accidental death and dismemberment, professional liability insurance, long-term disability, enrollment in courses, retirement, reemployment of retired employees, retirement incentive plan, reduced work schedule prior to retirement, faculty travel and travel insurance, leaves with and without pay, academic librarians, grievance procedure, and access to personnel files. Appended are information on salary levels by rank for 1985, 1986, and 1987 and information on student-faculty ratio. (SW)

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AGREEMENT

Agreement between the Board of Trustees of Oakland University, Rochester, Michigan (hereinafter called "Oakland") and the Oakland University Chapter of the American Association of University Professors (hereinafter called "Association").

PREAMBLE

The parties hereto recognize that the purpose of the University is to provide a facility for higher education to serve all those who seek through its facilities to avail themselves of, and contribute to, teaching, research, and public service.

The parties recognize that employees hereinafter described are entitled to fair and reasonable conditions of employment, and to methods of fair and peaceful adjustment of all disputes that may arise in the course of their employment. Therefore, the parties have, through their representatives, negotiated an agreement setting forth the terms of employment with respect to wages and working conditions for those employees hereinafter described. Now, therefore, the parties agree as follows:

ARTICLE I

DEFINITIONS

1. As used in this Agreement and except as its context may otherwise require:

   a. "Oakland" means the Board of Trustees of Oakland University, Rochester, Michigan, a state institution of higher education chartered by the State of Michigan, and the administrative agents of said Board.

   b. "Association" means the Oakland University Chapter, American Association of University Professors.

   c. "Bargaining Unit Faculty" means the employees, collectively, covered by Article II. "Bargaining Unit Faculty Member" means an individual bargaining unit member as defined in Article II. The abbreviations "BUFM" and "BUFMs" are sometimes used.

   d. "Academic units" are comprised wholly of bargaining unit faculty members represented by the Association whose primary appointments are in the corresponding department, school, Eye Research Institute, or the Library.

   e. Departments are organizational entities determined and established by Oakland and are not academic units as defined for the purposes of this Agreement.

ARTICLE II

RECOGNITION

2. Pursuant to and in accordance with all the applicable provisions of Acts 176 and 336 of the Public Acts of 1939 and 1947, as amended, Oakland does hereby recognize the Association as exclusive bargaining representative for all full-time and regular part-time faculty members who engage in teaching of credit courses, professional library service, academic research, or some combination thereof, and who are also granted academic titles specified in Article IV, paragraphs 5, 6, 7, and 9 but excluding (a) executive or supervisory employees, (b) the researchers described in paragraph 8, and (c) all other persons employed by Oakland. For the purposes of this Agreement, department chairpersons, coordinators, and program directors in the Honors College and School of Health Sciences are not considered executive or supervisory, and are represented by the Association.

ARTICLE III

WORK OF THE BARGAINING UNIT

3. All professional library service and the teaching of credit courses shall be the exclusive work of the members of the bargaining unit with the following exceptions:

a. persons excluded from the bargaining unit pursuant to Article II who hold academic titles set forth in Article IV, paragraphs 5 and 6, may be permitted to perform unit work not to exceed one course per academic year unless otherwise approved by the academic unit within which the teaching services are to be rendered.

b. persons who hold academic titles set forth in Article IV, paragraph 10 may perform unit work.

ARTICLE IV

ACADEMIC TITLES

4. Only persons who hold an academic title under this Article IV may engage in the teaching of credit courses, academic research, or professional library service. Exceptions to this policy are students progressing towards a degree who may engage in academic research or professional library service, and graduate students progressing towards a degree who may, upon the recommendation of the academic unit, and with the approval of Oakland, teach credit courses. Post-doctoral fellows, post-doctoral research assistants, and post-doctoral research associates may also engage in academic research. No academic titles shall be granted except those set forth in this Article IV. All academic titles in this Article IV shall be granted in accordance with this Agreement, whether or not the person granted the title is a member of the bargaining unit. Any title granted shall be accompanied by a specification of the school, department, institute or Library of primary appointment.

5. The titles "professor," "associate professor," "assistant professor," and "instructor" are granted subject to the Tenure Review Process in Article VII.

6. The title "special instructor" is granted subject to the review procedures in Article VII. This title may be granted to full-time bargaining unit faculty members whose academic qualifications are different and distinct from those required of faculty members pursuant to paragraph 5. The professional responsibilities assigned to special instructors will generally place greater emphasis on teaching and less emphasis on academic research and scholarly activities than is the case for persons holding titles under paragraph 5. Special instructors are entitled to all perquisites of faculty membership and employment including sabbatical leaves.

7. The titles "visiting professor," "visiting associate professor," "visiting assistant professor," "visiting instructor," and "visiting special instructor" may be granted to persons employed full-time for periods of no more than four years, except that such periods may be extended with the approval of both the academic unit within which the person is employed and the Association. Persons employed with these titles shall have the professional qualifications associated with the corresponding titles in paragraphs 5 and 6. A visiting faculty member has no right to continuation of employment following the expiration of his/her term of appointment.

8. The titles "Senior Researcher," "Associate Researcher," and "Assistant Researcher" may be granted to individuals who are not full-time bargaining unit faculty members and whose salaries are supported by grants and/or contracts and who are engaged in academic research. The continuation of persons in positions with these titles is subject to the availability of funds. Persons holding these titles do not have any rights under this Agreement.

9. Regular part-time employment is defined as teaching six or more scheduled course credits in a term. A person rendering such service shall be titled "special lecturer" and shall be represented by the Association during such term. Employment periods for such persons shall not be longer than two years, renewable indefinitely.

10. For persons who render part-time teaching services which do not meet the criterion of paragraph 9, or who provide applied skills instruction on a part-time basis, an appropriate descriptive title (e.g., Lecturer or Applied Music Instructor) may be granted. Employment periods for such persons shall not be longer than two years, renewable indefinitely.

11. Honorary Titles. Academic appointments of an honorary nature may be granted by Oakland. Each School, Department, Center, Institute, or the Library, as listed in paragraph 41a.(6), shall have the right to make recommendations concerning honorary appointments and reappointments. Except for appointments referenced in paragraphs 12 and 13, honorary titles containing the word "professor" (regardless of modifier) may be granted only with the recommendation of the appropriate primary appointment entity. Each primary appointment entity shall develop procedures for making recommendations to Oakland. The conditions of such honorary appointments are:

a. Appointments shall not exceed five years, renewable indefinitely.

b. The appointee shall receive only token or no compensation unless part-time teaching services are rendered or an appointment under paragraph 5, 6, or 7 above is held. Appointees rendering such part-time teaching services shall be paid and represented by the Association as described in paragraphs 9 and 10 above.

12. A person granted the title "professor" may be designated "distinguished professor" with such designation to continue for the duration of the individual's active service at Oakland (except for removal for cause). An annual award stipend to be determined by Oakland may accompany such designation. Prior to granting this title to any person, Oakland shall consult with the FRPC.

13. Conditions for awarding the title "emeritus(a) professor" are those that are, or may be, established by Oakland.

14. Primary Appointment. Each bargaining unit faculty member shall have a primary appointment in a School, Department, Center, Institute, or the Library as listed in paragraph 41.a.6. The primary appointment may be transferred from one of these entities to another subject to the following constraints:

a. The receiving academic unit shall have an opportunity to make a recommendation on the proposed transfer. If the academic unit recommends against the transfer, Oakland may accept this recommendation or, with the approval of the BUFM, shall refer the matter to the FRPC for its review and recommendation. Oakland shall then determine to make or not make the transfer. In the case of a transfer of a tenured BUFM to a new academic unit, his/her tenure status will be maintained.

b. The salary in the new academic unit is determined by the procedures of paragraph 85.

c. The seniority of the bargaining unit faculty member will be defined as being one day less than that of the most junior bargaining unit faculty member of his/her rank in the new unit at the time the transfer occurs.

d. Accrued leave eligibility will be retained when transfer occurs.

ARTICLE V

ASSOCIATION RIGHTS

15. Association Membership. Oakland shall not discriminate against any bargaining unit faculty member because of his/her membership or non-membership in the Association.

16. Association Membership: List of Unit. Oakland shall send to the Association, within thirty days after the execution of this Agreement, a list stating the name of each bargaining unit faculty member then in the unit. By the fifteenth day of the month following any change in such list, Oakland shall send to the Association a list of any such changes. Within thirty days of receipt of a letter of acceptance of offer of employment signed by a new bargaining unit faculty member, Oakland shall send to the Association the name, mailing address, academic unit and salary of such new faculty member. Within forty-five days after the start of each teaching assignment, Oakland shall notify the Association of all non-bargaining unit faculty and the courses they are teaching.

17. Association Membership. All faculty members covered in paragraph 2 shall be required, as a condition of continued employment, to become members of the Association or to tender to the Association a sum equivalent to the initiation fees and periodic dues uniformly required for the acquisition and retention of Association membership, within thirty days of the effective date of this Agreement.

18. Said Association membership, or status as an agency fee payer, shall be established by the filing of a signed payroll deduction authorization with Oakland.

19. Within thirty days after receiving any list required by paragraph 16, the Association shall:

a. notify Oakland of the names of bargaining unit faculty members who are members of the Association, and certify the periodic dues payable by each member;

b. notify Oakland of the names of the bargaining unit faculty members who are non-members and certify the periodic agency fees payable by each non-member;

c. provide a signed payroll deduction authorization for any bargaining unit faculty member on either list for whom such an authorization is not on file.

20. Association Membership: Professional Dues Deduction. Within thirty days after receiving the initial list required by paragraph 16 and once monthly thereafter during the term of this Agreement or until further notified by the Association (subject to the requirements of any change list required by paragraph 16), Oakland will, for each bargaining unit faculty member named on such lists who (a) has on the last payroll date of the month involved sufficient compensation due him/her from Oakland and (b) has on a form satisfactory to Oakland duly authorized it to do so, deduct from such bargaining unit faculty member's compensation and remit to the Association an amount equal to the periodic professional dues or agency fee so listed as payable to the Association for his/her account. Oakland will have no obligation to deduct or remit the amount payable for the account of any bargaining unit faculty member whose withholding authorization reaches the

payroll department after the tenth of the month or who does not have sufficient compensation due him/her on the last payroll date of any month to pay his/her account with the Association. The Association will indemnify Oakland against all liability Oakland may incur by reason of any dues deduction or remittance pursuant to this paragraph.

21. All sums deducted by the University shall be remitted to the Association's financial officer on a timely basis once each month together with a list showing the amount of professional dues or agency fee deducted from each current bargaining unit faculty member.

22. The University shall not be liable to the Association by reason of this Article for the remittance or payment of any sum other than that constituting actual deductions made from the pay earned by the bargaining unit faculty member.

23. The Association shall have thirty days from the receipt of said list required by paragraph 16 to encourage bargaining unit faculty members who are named on said list to file the required deduction forms.

24. The Association shall notify the bargaining unit faculty member by certified or registered mail explaining that he/she is delinquent in not tendering the professional dues or agency fee, specifying the current amount of the delinquency, and warning him/her that unless delinquent professional dues or agency fees are paid and a properly executed deduction form is tendered, he/she shall be reported to Oakland and a penalty shall be levied against him/her.

25. The Association shall give a copy of the letter sent to the faculty member and the following written notice to Oakland at the end of the thirty day period:

> The Association certifies that ________(Name)________ has failed to tender the periodic professional dues or agency fees required as a condition of continued employment under the 1985-88 Faculty Agreement and demands that, under the terms of this Agreement, Oakland penalize said bargaining unit faculty member.

26. a. In the event a full-time bargaining unit faculty member fails to tender the dues or fees required hereunder, Oakland shall deduct the greater of (1) an amount equal to 4/365 of the full-time bargaining unit faculty member's regular annual salary, or (2) 125% of the current annual Association dues, fees, and general membership special assessments, from any salary due the bargaining unit faculty member, and shall suspend such person from employment for the requisite period. Such reductions in salary shall cause reductions in salary-related fringe benefits.

b. In the event a part-time bargaining unit faculty member refuses to tender the dues or fees required hereunder, such faculty member shall not be re-employed to teach credit courses at Oakland unless and until such dues or fees are paid. The

Association shall provide periodic up-to-date lists of those persons who are delinquent.

27. The Association shall protect and save Oakland harmless from any and all claims, demands, and other forms of liability by reason of action taken in compliance with this Article for so long as Oakland shall cooperate with the Association in the defense of any such claims, demands, and potential liabilities. Any legal defense that is required against such claims, demands and liabilities shall be controlled by the Association.

28. Association Use of Facilities and Services. The Association shall be permitted to use Oakland's facilities and services for the transaction of official Association business at reasonable times, provided that such utilization does not interrupt normal Oakland operations. Oakland may charge the Association for such use at a rate not to exceed that charged to the academic departments for the same use, provided that no charge will be made for joint meetings with members of Oakland's administration or other agents of Oakland.

29. Association Office Space. Oakland shall provide separate office space for the Association's use at no charge to the Association.

30. Oakland shall permit officers of the Association designated by the Association to have reduced primary work assignments. The sum of all reductions shall not exceed ten four-credit courses or equivalent during the three academic years of this Agreement. The Association shall inform Oakland of its designations in sufficient time that necessary adjustments in the class schedule may be made.

31. The Association may designate one of its employees to participate in the medical and dental insurance programs described in paragraphs 109 and 111, with no expense to Oakland.

ARTICLE VI

UNIVERSITY MANAGEMENT

32. General. Oakland has the legal responsibility and, subject only to the terms of this Agreement, the right to select, implement, and manage its academic and non-academic operations and programs. As a part of these rights and responsibilities, Oakland shall have the right to (a) hire, assign, promote, schedule, layoff, recall, discipline and discharge its bargaining unit faculty members; (b) determine the schedule of the academic year; (c) locate, relocate, and remove its equipment and facilities; and (d) control all of its property.

33. Management Practices. Oakland's existing rights, privileges, and responsibilities to manage its academic and non-academic operations not specifically delineated by this Agreement shall continue in full force and effect. In the event that the specific terms of this Agreement conflict with such rights, privileges, and responsibilities, then the specific terms of this Agreement shall be controlling to the extent necessary to resolve such

conflict, provided, however, this Agreement shall in all cases be interpreted so as not to deprive Oakland of its legal authority to control all final decisions regarding its academic and non-academic programs.

ARTICLE VII

FACULTY EMPLOYMENT, RE-EMPLOYMENT, AND TENURE

34. Employment Procedures. Each academic unit shall have the right to make recommendations concerning the initial employment within the corresponding school, department, institute, or Library of all persons with academic titles specified in Article IV, including a recommendation concerning whether such employment shall be with or without tenure, as appropriate. Each academic unit shall develop its own procedures and criteria for making such recommendations to Oakland, which shall initiate all offers of employment. In the case of employment of a bargaining unit faculty member with tenure, the Faculty Re-employment and Promotion Committee (FRPC) shall have the opportunity to make an employment recommendation to Oakland. In the case of employment of a bargaining unit faculty member with job security, the appropriate Committee on Appointment and Promotion (CAP) shall have the opportunity to make an employment recommendation to Oakland. Oakland shall, at the time of employment, determine the value of any prior experience for the purposes of paragraph 38b below; the bargaining unit faculty member shall be notified as to the valuation.

35. Appointment of Departmental Chairpersons. Departmental chairpersons are appointed by Oakland, for a three-year term, which term may be renewable, or may be extended for one year. An acting chairperson may be appointed for up to a one-year term, which term may be renewable. Before appointing a departmental chairperson, Oakland must consult with all tenured bargaining unit faculty members in the department, and with such other persons as Oakland deems appropriate. In departments with fewer than five tenured faculty, the five highest ranking members of the department (or all of the members if there are fewer than five members) must be consulted. In unusual circumstances, Oakland may appoint an executive officer over a department, after consultation with all other department chairpersons in the relevant School or College.

36. Oakland may withdraw its appointment of a departmental chairperson at its sole discretion. Such withdrawal may occur only after Oakland consults with all tenured bargaining unit faculty members in the department, and with all other departmental chairpersons in the relevant School or College.

37. Non-Tenured Employment. A bargaining unit faculty member employed by Oakland shall serve without tenure or job security until such time as he/she is granted tenure or job security by Oakland pursuant to the processes set forth hereunder. These processes are not applicable to visiting and part-time faculty. However, each academic unit shall establish and publish a statement of its procedures and criteria for making recommendations on employment and re-employment of visiting and part-time faculty.

38. Non-Tenured Employment Periods. A non-tenured bargaining unit faculty member subject to the Tenure Review Process may be employed and/or re-employed by Oakland in his/her rank according to the following schedule:

a. Instructor.

(1) Employment in the rank of instructor shall be for an initial period of three years after which an instructor not promoted to the rank of assistant professor shall not be re-employed as a full-time bargaining unit faculty member. A bargaining unit faculty member reviewed and promoted shall be further reviewed under the schedule for second and subsequent re-employments of persons employed pursuant to subparagraph 38b.(1) below.

(2) In applying the employment term provision of subparagraph 38a.(1) to bargaining unit faculty members in the School of Nursing, released time pursuant to paragraph 176 shall not count as part of those terms; thus, in a year in which a bargaining unit faculty member avails himself/herself of released time, a fractional value of accumulated service will obtain. When the accumulated service as of August 15 equals or exceeds one year, the review specified in subparagraph 41b.(1) shall occur on the specified dates next following that August 15. If such review results in a decision to re-employ, the re-employment will be effective on the August 15 upon which the total of accumulated service equals or exceeds three years.

b. Assistant Professor

(1) Except as noted below, employment as assistant professor shall be for an initial term of three years. Such a bargaining unit faculty member may be reappointed to two additional terms of two years each, after which an assistant professor not re-employed with tenure shall not be re-employed as a full-time bargaining unit faculty member.

(2) The length of the initial term shall be reduced by any period of prior employment at Oakland as an instructor.

(3) The length of the initial term may be reduced by one year for individuals with credit for one year of experience at Oakland as a visiting faculty member.

(4) For individuals with at least two years of prior experience, but less than three, under the provisions of paragraph 38b.(8) below, the initial term shall be waived, the second term shall be three years, and the final term shall be two years.

(5) For individuals with three or more years of prior experience, under the provisions of paragraph 38b.(8) below, the initial term shall be waived, the second term shall be two years, and the final term shall be two years.

(6) Any person who has been employed as an instructor at Oakland before being re-employed as an assistant professor shall be employed pursuant to the schedule in 38b.(1) regardless of any service prior to employment at Oakland.

(7) The maximum number of years service that can be aggregated under this subparagraph b. for the purpose of reducing the period of non-tenured employment is three, regardless of how achieved.

(8) The following rules shall apply in determining prior experience:

(a) Full-time teaching experience at another college or university in the rank of assistant professor (or at the rank of instructor if deemed by Oakland to be at least equivalent to service in the rank of instructor at Oakland), or full-time teaching experience at Oakland with a visiting title, shall be counted at full value unless the bargaining unit faculty member and Oakland agree, within one year subsequent to employment, to a lesser value. Bargaining unit faculty members employed as assistant professors will receive written notification from Oakland, during the hiring process or within six months thereafter, of this provision (8) (a).

(b) A bargaining unit faculty member and Oakland may agree at the time of employment to give value to previous professional service.

(9) An assistant professor re-employed with tenure shall be simultaneously promoted to associate professor, provided, however, that an assistant professor in the Library or in the School of Nursing may be granted tenure without promotion to the rank of associate professor if he/she were hired prior to August 15, 1979, or if he/she did not at the time of initial employment as an assistant professor have the academic degrees or equivalent credentials normally prerequisite to employment at Oakland as an associate professor in his/her appointment discipline.

(10) A bargaining unit faculty member employed pursuant to schedule 38b.(1) shall be reviewed during his/her first term as assistant professor under review procedures 41c.(1), during his/her second term as assistant professor under review procedures 41c.(2) and during his/her third term as assistant professor under review procedures 41c.(4). A bargaining unit faculty member employed pursuant to schedule 38b.(4) shall be reviewed during his/her first term as assistant professor under review procedures 41c.(2) and during his/her second term as assistant professor under review procedures 41c.(4). A

bargaining unit faculty member employed pursuant to schedule 38b.(5), shall be reviewed during his/her first term as assistant professor under review procedures 41c.(3), and during his/her second term as assistant professor under review procedures 41c.(4).

(11) In applying the employment term provisions of subparagraphs 38b.(1)-38b.(5) to bargaining unit faculty members in the School of Nursing, released time pursuant to paragraph 176 shall not count as part of those terms; thus in a year in which a bargaining unit faculty member in the School of Nursing avails himself/herself of released time, a fractional value of accumulated service will obtain. In the case of a bargaining unit faculty member employed pursuant to 38b.(1) or 38b.(4); or in the second term of employment pursuant to 38b.(5): when the accumulated service as of August 15 equals or exceeds the employment term(s) of the bargaining unit faculty member less two years, the review specified in subparagraph (10) shall occur on the specified dates next following that August 15. In the case of a bargaining unit faculty member in the first term of employment pursuant to 38b.(5) when the accumulated service as of August 15 equals or exceeds the employment term of the bargaining unit faculty member less one year, the review specified in subparagraph (10) shall occur on the specified dates next following that August 15. If such review results in a decision to re-employ, the re-employment will be effective on the August 15 upon which the total of accumulated service equals or exceeds the previous employment term or terms.

c. Associate Professor. Employment without tenure in the rank of associate professor for a person not previously employed by Oakland as a bargaining unit faculty member shall be for an initial term of three years, after which an associate professor not granted tenure by Oakland shall not be re-employed as a full-time bargaining unit faculty member. No person previously employed by Oakland as a full-time non-visiting bargaining unit faculty member may be promoted to the rank of associate professor without being granted tenure.

d. Special Instructor. Employment in the rank of special instructor shall be for an initial term of three years. Such bargaining unit faculty member may be re-employed for one additional term of two years after which a special instructor shall not be re-employed as a full-time bargaining unit faculty member unless he/she is granted job security.

e. Transfer to Special Instructor. A bargaining unit faculty member employed pursuant to 38a. or 38b. above may be considered for re-employment as a special instructor rather than for re-employment as specified in those subparagraphs if the following conditions are met:

(1) The bargaining unit faculty member, his/her academic unit, and Oakland agree to the transfer, and

(2) such agreement is reached prior to the earlier of the following: the third anniversary of the faculty member's initial full-time employment or the commencement of the faculty member's 41c.(2) or 41c.(3) review.

If these conditions are met, the bargaining unit faculty member will be reviewed at his/her next normal review date, but under the provisions of subparagraph 42a. If such review results in re-employment such re-employment shall be for a term of two years or such greater period which when added to his/her previous period(s) of employment as a bargaining unit faculty member totals five years. During such employment term, a special instructor will be reviewed under review procedures 42b. If such review does not result in re-employment with job security, such person shall not be re-employed as a full-time bargaining unit faculty member.

A bargaining unit faculty member on whom a transfer agreement is reached subsequent to August 15, 1979, shall not be eligible for promotion pursuant to subparagraph 42c.

f. Provision for Change in Review Schedule. Unusual circumstances may make it desirable to postpone or advance the review schedule, described in this paragraph 38, for a bargaining unit faculty member. Examples of such circumstances might include extended absence due to illness, injury, or disability due to pregnancy or childbirth; appointments that begin shortly after August 15; or unforeseen signficant changes in the bargaining unit faculty member's activities during paid or unpaid leaves. Under such circumstances, and upon recommendation of the bargaining unit faculty member's chairperson (or dean, in the case of a bargaining unit faculty member in an academic unit not headed by a chairperson), Oakland and the bargaining unit faculty member may agree in writing to postpone or advance the review schedule by one year.

39. Tenured Employment. A bargaining unit faculty member may be employed by Oakland with tenure according to the following schedule.

a. Assistant Professor. Employment in the rank of assistant professor in the faculty of the Library and the School of Nursing shall be with tenure from the date of a bargaining unit faculty member's employment as assistant professor resulting from a 41c.(4) review or from the date of his/her employment as Oakland shall in its sole discretion determine.

b. Associate Professor. Employment in the rank of associate professor for a person previously employed by Oakland as a full-time non-visiting bargaining unit faculty member shall be with tenure from the date of his/her re-employment as an associate professor. Employment in the rank of associate professor for a person not previously employed by Oakland as a bargaining unit faculty member, may be with or without tenure from the date of his/her employment as Oakland shall in its sole discretion determine.

c. Professor. Employment in the rank of professor shall be with tenure from the date of a bargaining unit faculty member's employment in that rank.

40. Employment With Job Security. Employment in the rank of special instructor shall be with job security from the date of a bargaining unit faculty member's second re-employment as special instructor except as provided in paragraph 38e.

41. Re-employment, Promotion, and the Tenure Review Process. Oakland shall, subject to the provisions set forth herein, decide as to whether a bargaining unit faculty member shall be re-employed, promoted, and/or tenured. Oakland shall make all decisions at the designated points in the following process, which shall be known as the Tenure Review Process.

a. General Provisions.

(1) Oakland shall inform each bargaining unit faculty member who is subject to the tenure review process of the area or areas of professional responsibility within which the bargaining unit faculty member will be judged by Oakland with respect to future employment, promotion, tenure, and job security decisions. Each academic unit shall establish and publish a Review Statement which includes the criteria, priorities, and procedures which it will use for each level of review.

For all reviews, the academic unit, the appropriate CAP, and the FRPC shall use, with respect to reappointment, promotion, tenure, and job security, only those criteria and priorities contained in the FRPC-approved Review Statement.

Each academic unit headed by a chairperson may develop a revised Review Statement which shall be submitted to the appropriate CAP. In those academic units not headed by a chairperson, the CAP may develop its own revised Review Statement. If a CAP does not approve a revised statement, the unit shall have the opportunity to review and resubmit its statement. If the CAP does not approve the resubmitted Statement or the academic unit chooses not to further revise its Statement, at least two members of each body (chosen by their own internal procedures) shall meet and try to reach agreement. Any revised statement developed

(41a. continued)

through this consultation shall be submitted to both the unit and CAP for approval.

The final revised statement, whether or not approved by CAP, along with CAP comments, shall be submitted by the unit to FRPC by September 15 of the academic year before the academic year in which the Revised Statement is to be effective. Initial FRPC review of any revised statement shall be completed by November 15. If the FRPC does not approve of a revised statement, the unit shall have the opportunity to resubmit its statement. If the FRPC does not approve the resubmitted statement, or the academic unit chooses not to further revise its Statement, at least two members of each body (chosen by their own internal procedures) shall meet and try to reach agreement. Any revised statement developed through this consultation shall be submitted to both the unit and FRPC for approval. If the FRPC and the academic unit are still unable to reach agreement, the final decision shall lie with the FRPC, such decision to be reached by March 1.

A new academic unit shall establish and publish a Review Statement with the approval of such Review Statement following the sequence and timing noted above.

The FRPC may not require an academic unit to revise its Review Statement until a period of at least five years has passed since the unit's latest Review Statement was approved.

The academic unit shall provide each of its members with a copy of the current FRPC-approved Review Statement. In the event that an academic unit fails to establish and/or publish a Review Statement, such event shall not be grievable.

(2) All recommendations specified in the Tenure Review Process regarding the re-employment, promotion or tenuring of a bargaining unit faculty member shall be written and forwarded to the bargaining unit faculty member concurrently with forwarding such recommendations to the subsequent review step. Reviewing entities also have the responsibility to provide the Association, within three (3) days of the making of the recommendation, the name of any individual who is not being recommended for re-employment, promotion, or tenure.

(3) Any bargaining unit faculty member (a) aggrieved by any recommendation reached in the course of his/her review or (b) believing that a violation of an approved procedure during the course of his/her review has occurred shall have the right to submit, within a period of two weeks after the recommendation resulting from such review is made, a

(41a. continued)

written objection to such recommendation, including such evidence as the candidate deems relevant, to the subsequent review entity. A copy of the written objection shall also be sent to the person, committee, or entity that made the recommendation to which the objection is taken. The two-week period shall run concurrently with the subsequent review period and failure to object during that period of review shall not prevent that review or subsequent reviews from occurring. When such written objection is made it shall become a part of the bargaining unit faculty member's record for the remainder of the Tenure Review Process.

In the case of an Oakland decision not to re-employ, promote or tenure a bargaining unit faculty member, the faculty member shall be entitled to receive, within twenty working days of that decision, an oral statement of the reasons upon which that decision is based, and, if requested by the faculty member, a written statement within twenty working days following said request.

(4) A bargaining unit faculty member being reviewed by an academic unit, college or school Committee on Appointment and Promotion (CAP), or the Faculty Re-employment and Promotion Committee (FRPC) shall have the right to be present at any time that oral testimony is taken from anyone not a member of the reviewing body but present before that body (except as provided in 41e.(9)). A bargaining unit faculty member shall have the right to be accompanied or represented by another faculty member of the University when such testimony is taken.

(5) Each academic unit shall submit for Oakland's approval a statement of the faculty review procedures that it proposes to use in the Tenure Review Process established pursuant to this Article. In the event that Oakland does not approve such procedures as submitted to it, Oakland shall state (a) the reasons for its rejection of the proposed procedures, and (b) the corrections it will require to meet its objections. Oakland shall have no authority to disapprove an academic unit's proposed review procedures solely on the basis that the said procedures do not incorporate within them any particular standard, policy, or criterion of review by which a bargaining unit faculty member will be judged. In the event that an academic unit fails to submit a statement of procedures or that Oakland and an academic unit fail to reach agreement on a statement of procedures, such event shall not be grievable.

(41a. continued)

(6) For the purpose of this Agreement, the academic units are:

Eye Research Institute
Library
School of Economics and Management
School of Engineering and Computer Science
School of Health Sciences
School of Human and Educational Services
School of Nursing

Department of Art and Art History
Department of Biological Sciences
Department of Chemistry
Department of English
Department of History
Department of Linguistics
Department of Mathematical Sciences
Department of Modern Languages and Literatures
Department of Music, Theatre and Dance
Department of Philosophy
Department of Physics
Department of Political Science
Department of Psychology
Department of Rhetoric, Communications, and Journalism
Department of Sociology and Anthropology

(7) Oakland shall provide to the Association prior to each review round a list of bargaining unit faculty members who must be reviewed.

b. Instructor.

(1) During a bargaining unit faculty member's non-tenured employment term as instructor, he/she shall be reviewed by Oakland in order to determine whether he/she will be re-employed and promoted to assistant professor without tenure subsequent to his/her employment term as instructor. That review shall consist of the following steps, provided, however, that a positive re-employment with promotion decision may be made conditional upon degree completion by the bargaining unit faculty member by a specified date. (In the School of Nursing the decision may be made conditional upon matriculation in a doctoral program by a specified date.)

(a) On or before December 1 of the year preceding the final year of a bargaining unit faculty member's employment term, Oakland shall notify the bargaining unit faculty member and his/her academic unit that the bargaining unit faculty member is being reviewed with respect to future employment at Oakland.

(41b. continued)

(b) Following receipt of such notice the bargaining unit faculty member and/or his/her academic unit shall gather such information regarding the bargaining unit faculty member's professional qualifications as either of them deem appropriate, including, but not limited to, the bargaining unit faculty member's curriculum vitae and letters of recommendation. In academic units headed by a chairperson, the chairperson shall conduct a review of the candidate in accordance with the approved procedures of the academic unit and forward the assembled information along with his/her recommendation and the result of academic unit's deliberations to the appropriate dean (or official designated by Oakland) on or before February 1. If an academic unit is not headed by a chairperson, the academic unit shall conduct a review of the candidate in accordance with its procedures and shall forward the assembled information along with its recommendation as to re-employment to the appropriate dean (or official designated by Oakland) on or before February 1.

(c) Oakland shall then review the candidate, including the information and recommendation submitted by the chairperson or academic unit. Oakland may seek further advice by forwarding the assembled information and recommendation to the appropriate CAP and soliciting the CAP's recommendation if the CAP has not been previously involved. Prior to rendering a decision contrary to the chairperson's recommendation (or the recommendation of an academic unit which is not headed by a chairperson) or whenever the recommendation of an academic unit conflicts with the recommendation of a chairperson, Oakland shall solicit the recommendation of the CAP if the CAP has not been previously involved. Oakland shall then make its re-employment decision and will notify the faculty member, the academic unit, the department chairperson, if any, and the Association of its decision at least one year prior to the expiration of the bargaining unit faculty member's employment period.

(d) CAP solicitations shall be made prior to April 1. The CAP shall conduct a review of all candidates submitted to it by Oakland in accordance with its approved procedures and shall forward the assembled information along with its recommendation to Oakland within thirty days of the solicitation.

(41b. continued)

(2) Notwithstanding (1) above, when he/she completes the degree requirements normally associated with employment as assistant professor in his/her appointment discipline, he/she shall be promoted automatically at Oakland's earliest administrative convenience to the rank of assistant professor for a term of three years, minus the time served as instructor.

In the School of Nursing: if a bargaining unit faculty member matriculates in a doctoral program during the second year of the instructoral employment term, he/she shall be reviewed on schedule. If such review results in a decision to promote, such promotion will be effective on the August 15 following the review thereby reducing the length of the instructoral term. The review schedule applied thereafter shall be the same as that used for a person employed pursuant to paragraph 38b.(2).

c. Assistant Professor.

(1) First Re-employment for Persons Employed Pursuant to Schedule 38b.(1). During the bargaining unit faculty member's first non-tenured employment term as assistant professor he/she shall be reviewed by Oakland in order to determine whether he/she shall be re-employed for a second non-tenured employment term. That review shall consist of the following steps:

(a) On or before December 1 of the year preceding the final year of a bargaining unit faculty member's employment term, Oakland will notify the bargaining unit faculty member and his/her academic unit that the bargaining unit faculty member is being reviewed with respect to future employment at Oakland.

(b) Following receipt of such notice the bargaining unit faculty member and/or his/her academic unit shall gather such information regarding the bargaining unit faculty member's professional qualifications as either of them deem appropriate, including but not limited to, the bargaining unit faculty member's curriculum vitae and letters of recommendation. In academic units headed by a chairperson, the chairperson shall conduct a review of the candidate in accordance with the approved procedures of the academic unit and forward the assembled information along with his/her recommendation and the result of the academic unit's deliberations to the appropriate dean (or official designated by Oakland) on or before February 1. If an academic unit is not headed by a chairperson, the academic unit shall conduct a review of the candidate in accordance with its procedures and shall forward the assembled information along with its

(41c. continued)

recommendation as to re-employment to the appropriate dean (or official designated by Oakland) on or before February 1.

(c) Oakland shall then review the candidate, including the information and recommendation submitted by the chairperson or academic unit. Oakland may seek further advice by forwarding the assembled information and recommendation to the appropriate CAP and soliciting the CAP's recommendation, if the CAP has not been previously involved. Prior to rendering a decision contrary to the chairperson's recommendation (or the recommendation of an academic unit which is not headed by a chairperson) or whenever the recommendation of an academic unit conflicts with the recommendation of a chairperson, Oakland shall solicit the recommendation of the CAP, if the CAP has not been previously involved. Oakland shall then make its re-employment decision and will notify the faculty member, the academic unit, the department chairperson, if any, and the Association of its decision at least one year prior to the expiration of the bargaining unit faculty member's employment period.

(d) CAP solicitations shall be made prior to April 1. The CAP shall conduct a review of all candidates submitted to it by Oakland in accordance with its approved procedures and shall forward the assembled information along with its recommendation to Oakland within thirty days of the solicitation.

(2) Second Re-employment for Persons Employed Pursuant to Schedule 38b.(1) and First Re-employment for Persons Employed Pursuant to Schedule 38b.(4). During the first employment term of an assistant professor subject to a 38b.(4) employment schedule or during the second non-tenured employment term of an assistant professor subject to a 38b.(1) employment schedule, he/she shall be reviewed by Oakland in order to determine whether he/she shall be re-employed for a final non-tenured employment term and considered eligible for employment in a tenured position. That review process shall consist of the following steps:

(a) On or before December 1 of the year preceding the final year of a bargaining unit faculty member's employment term, Oakland will notify the bargaining unit faculty member and his/her academic unit that the bargaining unit faculty member is being reviewed with respect to future employment at Oakland.

(41c. continued)

(b) Following receipt of such notice the bargaining unit faculty member and/or his/her academic unit shall gather such information regarding the bargaining unit faculty member's professional qualifications as either of them deem appropriate, including, but not limited to, the bargaining unit faculty member's curriculum vitae and letters of recommendation. In academic units headed by a chairperson, the chairperson shall conduct a review of the candidate in accordance with the approved procedures of the academic unit and forward the assembled information along with his/her recommendation and the result of the academic unit's deliberations to the appropriate Committee on Appointment and Promotion (CAP) on or before February 1. The CAP shall conduct a review of the candidate in accordance with its approved procedures and shall foward the assembled information along with its recommendations as to re-employment to the appropriate dean (or official designated by Oakland) on or before March 15. If an academic unit is not headed by a chairperson, the academic unit shall conduct a review of the candidate in accordance with its procedures and the CAP shall forward the assembled information along with its recommendation as to re-employment to the appropriate dean (or official designated by Oakland) on or before February 1.

(c) Oakland shall then review the candidate, including the information and recommendation submitted by the chairperson or academic unit. Oakland may seek further advice by forwarding the assembled information and recommendation to the Faculty Re-employment and Promotion Committee (FRPC) and soliciting the FRPC's recommendation. Prior to rendering a decision contrary to the CAP recommendation, Oakland shall solicit the recommendation of the FRPC. Oakland shall then make its re-employment decision and will notify the faculty member, the academic unit, the department chairperson, if any, and the Association of its decision at least one year prior to the expiration of the bargaining unit faculty member's employment period.

(d) FRPC solicitations shall be made prior to May 1. The FRPC shall conduct a review of all candidates submitted to it by Oakland in accordance with its established procedures and shall forward the assembled information along with its recommendation to Oakland within thirty days of the solicitation.

(3) First Re-employment for Persons Employed Pursuant to Schedule 38b.(5). During the first employment term of an assistant professor subject to a 38b.(5) employment

(41c. continued)

schedule, he/she shall be reviewed by Oakland to determine whether he/she shall be re-employed for a final non-tenured employment term and considered eligible for employment in a tenured position. That review process shall consist of the following steps:

(a) On or before September 1 of the final year of the bargaining unit faculty member's employment term, Oakland will notify the bargaining unit faculty member and his/her academic unit that the bargaining unit faculty member is being reviewed with respect to future employment at Oakland.

(b) Following receipt of such notice the bargaining unit faculty member and/or his/her academic unit shall gather such information regarding the bargaining unit faculty member's professional qualifications as either of them deem appropriate, including, but not limited to, the bargaining unit faculty member's curriculum vitae and letters of recommendation. In academic units headed by a chairperson, the chairperson shall conduct a review of the candidate in accordance with the approved procedures of the academic unit and forward the assembled information along with his/her recommendation and the result of the academic unit's deliberations to the appropriate Committee on Appointment and Promotion (CAP) on or before October 1. The CAP shall conduct a review of the candidate in accordance with its approved procedures and shall forward the assembled information along with its recommendation as to re-employment to the appropriate dean (or official designated by Oakland) on or before November 1. If an academic unit is not headed by a chairperson, the academic unit shall conduct a review of the candidate in accordance with its procedures and the CAP shall forward the assembled information along with its recommendation as to re-employment to the appropriate dean (or official designated by Oakland) on or before October 1.

(c) Oakland shall then review the candidate, including the information and recommendation submitted by the chairperson or academic unit. Oakland may seek further advice by forwarding the assembled information and recommendation to the Faculty Re-employment and Promotion Committee (FRPC) and soliciting the FRPC's recommendation. Prior to rendering a decision contrary to the CAP recommendation, Oakland shall solicit the recommendation of the FRPC. Oakland shall then make its re-employment decision and will notify the faculty member, the academic unit, the department chairperson, if any, and the Association on or before January 30 of its decision as to whether the bargaining unit faculty member will be re-employed and made eligible for tenure consideration.

(d) FRPC solicitations shall be made prior to December 1. The FRPC shall conduct a review of all candidates submitted to it by Oakland in accordance with its established procedures and shall forward the assembled information along with its recommendation to Oakland within thirty days of the solicitation.

(4) Re-employment with the Granting of Tenure. During a bargaining unit faculty member's final non-tenured term as assistant professor, he/she shall be reviewed by Oakland in order to determine whether he/she shall be re-employed and granted tenure. That review process shall consist of the following steps:

(a) On or before December 1 of the year preceding the final year of a bargaining unit faculty member's employment term, Oakland will notify the bargaining unit faculty member and his/her academic unit that the bargaining unit faculty member is being reviewed with respect to future employment at Oakland.

(b) Following receipt of such notice the bargaining unit faculty member and/or his/her academic unit shall gather such information regarding the bargaining unit faculty member's professional qualifications as either of them deem appropriate, including, but not limited to, the bargaining unit faculty member's curriculum vitae and letters of recommendation. In academic units headed by a chairperson, the chairperson shall conduct a review of the candidate in accordance with the approved procedures of the academic unit and forward the assembled information along with his/her recommendation and the result of the academic unit's deliberations to the appropriate Committee on Appointment and Promotion (CAP) on or before February 1. The CAP shall conduct a review of the candidate in accordance with its approved procedures and shall forward the assembled information along with its recommendation as to re-employment to the FRPC on or before March 15. If an academic unit is not headed by a chairperson, the academic unit shall conduct a review of the candidate in accordance with its procedures and the CAP shall forward the assembled information along with its recommendation as to re-employment to the FRPC on or before March 15.

(41c. continued)

(c) The FRPC shall review the materials submitted to it regarding the bargaining unit faculty member's professional qualifications and shall, on or before May 1, make a recommendation to Oakland as to whether the bargaining unit faculty member should be re-employed with tenure, re-employed with tenure and promoted, or not re-employed as a full-time bargaining unit faculty member.

(d) Oakland shall notify the bargaining unit faculty member, the academic unit, the department chairperson, if any, and the Association of its decision concerning re-employment with tenure at least one year prior to the expiration of the bargaining unit faculty member's employment period.

(e) In the event the Association is aggrieved by the decision reached by Oakland, it may, as a matter of right, demand prior to December 15 that the case be reviewed by a Tenure Review Commission as provided for hereunder. Following a hearing the Tenure Review Commission shall render a written decision either (a) awarding the bargaining unit faculty member re-employment with tenure, or (b) terminating the bargaining unit faculty member from further employment at Oakland as a full-time bargaining unit faculty member.

d. Associate Professor.

(1) Re-employment and the Granting of Tenure. During a bargaining unit faculty member's non-tenured employment term as associate professor he/she shall be reviewed by Oakland in order to determine whether he/she shall be re-employed with tenure. That review process shall consist of the following steps:

(a) On or before December 1 of the year preceding the final year of a bargaining unit faculty member's employment term, Oakland will notify the bargaining unit faculty member and his/her academic unit that the bargaining unit faculty member is being reviewed with respect to future employment at Oakland.

(b) Following receipt of such notice the bargaining unit faculty member and/or his/her academic unit shall gather such information regarding the bargaining unit faculty member's professional qualifications as either of them deem appropriate, including, but not limited to, the bargaining unit faculty member's curriculum vitae and letters of recommendation. In academic units headed by a chairperson, the chairperson shall

(41d. continued)

conduct a review of the candidate in accordance with the approved procedures of the academic unit and forward the assembled information along with his/her recommendation and the result of the academic unit's deliberations to the appropriate Committee on Appointment and Promotion (CAP) on or before February 1. The CAP shall conduct a review of the candidate in accordance with its approved procedures and shall forward the assembled information along with its recommendation as to re-employment to the FRPC on or before March 15. If an academic unit is not headed by a chairperson, the academic unit shall conduct a review of the candidate in accordance with its procedures and the CAP shall forward the assembled information along with its recommendation as to re-employment to the FRPC on or before March 15.

(c) The FRPC shall review the materials submitted to it regarding the bargaining unit faculty member's professional qualifications and shall, on or before May 1, make a recommendation to Oakland as to whether the bargaining unit faculty member should be re-employed with tenure or not re-employed as a full-time bargaining unit faculty member.

(d) Oakland shall notify the bargaining unit faculty member, the academic unit, the department chairperson, if any, and the Association of its decision concerning re-employment with tenure at least one year prior to the expiration of the bargaining unit faculty member's employment period.

(e) In the event the Association is aggrieved by the decision reached by Oakland, it may, as a matter of right, demand prior to December 15 that the case be reviewed by a Tenure Review Commission as provided for hereunder. Following a hearing, the Tenure Review Commission shall render a written decision either (a) awarding the bargaining unit faculty member re-employment with tenure, or (b) terminating the bargaining unit faculty member from further employment at Oakland as a full-time bargaining unit faculty member.

e. Committees on Appointment and Promotion. Each of the Schools, the College of Arts and Sciences, and the Library shall have a Committee on Appointment and Promotion (CAP). Each CAP shall be structured and shall function as determined by the bargaining unit faculty members holding primary appointments in its area (except in the case of the School of Health Sciences, where members of the Eye Research Institute also participate), subject to the following:

(41e. continued)

(1) Membership shall be for three-year staggered terms commencing August 15, with elections to be conducted during the preceding winter semester. A majority of the CAP members shall be tenured. The election results shall be submitted to the Association in writing.

(2) Only bargaining unit faculty members holding academic titles described in Article IV, paragraphs 5 and 6, may be elected to serve on a CAP or vote in the election of its members.

(3) Oakland may designate one non-voting member to each CAP.

(4) Each CAP shall have a chairperson elected by and from the voting members of the CAP.

(5) Two or more bargaining unit faculty members with primary appointments in the same department may not serve concurrently on the CAP in the College of Arts and Sciences. No faculty member may serve concurrently on two CAPs.

(6) Each CAP shall maintain records of its deliberations.

(7) Each CAP shall submit annually by November 1 for Oakland's approval a statement of the faculty review procedures that it will use in the Tenure Review Process. In the event that Oakland does not approve such procedures as submitted to it, Oakland shall state by November 15 (a) the reasons for its rejection of the proposed procedures, and (b) the corrections it will require to meet its objections. In the event that a CAP fails to submit a statement of procedures by November 1, or that Oakland and a CAP fail to reach agreement on a statement of procedures, such event shall not be grievable.

(8) Each CAP shall establish and publish its procedures and policies governing its operation by November 30 each year. A policy determination of a CAP may be overturned by a vote of the appropriate faculty in a referendum called by petition of ten percent of the appropriate bargaining unit faculty members, or of four bargaining unit faculty members, whichever is greater. Such petition must be filed within two weeks of the publication of the disputed policy. An affirmative vote of a majority of those voting is required to overturn a policy decision.

(9) Before a CAP can recommend contrary to a previous recommendation, it must invite the chairperson or the spokesperson from an academic unit that is not headed by a chairperson, to defend orally the recommendation at an

(41e. continued)

official CAP meeting. The right of a bargaining unit faculty member to be present at CAP meetings specified in paragraph 41a.(4) shall not apply in this circumstance.

f. Faculty Re-employment and Promotion Committee (FRPC).

(1) There shall be a Faculty Re-employment and Promotion Committee (FRPC) consisting of tenured bargaining unit faculty members: one each elected by the School of Economics and Management, the School of Engineering and Computer Science, the School of Nursing, and the Library; one from the School of Health Sciences--Eye Research Institute; two elected by the School of Human and Educational Services; and four elected by the College of Arts and Sciences (one from the science and mathematics area, one from the social science area, one from the humanities area, and one at large; however, two or more bargaining unit faculty members from Arts and Sciences may not serve concurrently on FRPC if they have primary appointments in the same department). Only full-time non-visiting bargaining unit faculty members may vote in FRPC elections. Faculty members are eligible to vote in elections for members to represent their school, college, institute, or library of primary appointment, as listed above. In the event that a school or other unit listed above is closed, the seat on the FRPC representing that unit will be eliminated.

In the event that any school or other unit listed above has fewer than two tenured bargaining unit faculty members, faculty members with primary appointment in such school may nominate a slate of up to six (6) eligible tenured faculty members who have primary appointments inside or outside the school and elect from this slate a person to fill the school seat.

Notwithstanding the above, any bargaining unit faculty member who does not have primary appointment within the schools and college mentioned above shall be entitled to cast one vote for any candidate in any regularly scheduled FRPC election. No member of any CAP may serve concurrently on the FRPC.

(2) The members of the FRPC shall serve a term of three years. The terms of office shall be from August 15 through August 14, except that any member whose term expires shall have the option of remaining a member until a replacement has been elected. Vacancies that occur in the membership of the FRPC shall be filled by election of a replacement to serve the remainder of the term. During the period between the occurrence of a vacancy and the conduct of an election, an interim replacement may be appointed by the appropriate

(41f. continued)

school or college. The terms of the members shall be staggered. Elections shall be conducted during the preceding winter semester.

(3) The FRPC shall elect a chairperson and a secretary of the committee from its own membership for a term of one year from August 15 through August 14.

(4) The FRPC shall maintain a record of its deliberations.

(5) Seventy percent of the membership of the FRPC shall constitute a quorum. A quorum must be present for official action to occur, but a lesser number may adjourn meetings. An affirmative vote of the majority of those present and voting shall be required for any action of the FRPC.

(6) The FRPC shall establish and publish policies governing its operation, including the recommended format of dossier, by September 15 of each year. A policy determination of the FRPC may be overturned by a referendum vote called by a petition of ten percent of the bargaining unit faculty members eligible to vote in the FRPC election. Such petition must be filed within one month of the publication of the disputed policy. An affirmative vote of a majority of those voting is required to overturn a policy decision.

(7) The Association shall conduct all elections and referenda required by subparagraphs (1), (2), and (6) above. Oakland shall be notified of the scheduling of all such elections and referenda and shall have the right to designate observers to be present at polling places, if any, and at the counting of ballots for all such elections and referenda. The Association shall certify the membership and chairpersonship of the FRPC for the subsequent year to Oakland no later than the end of the spring term.

(8) No bargaining unit faculty member shall be entitled to file any grievance against Oakland based upon any policy, procedure, or recommendation that is adopted, instituted, or implemented by the FRPC and neither shall any bargaining unit faculty member be entitled to file any grievance against Oakland as a result of any act or omission of the FRPC.

g. Tenure Review Commission (TRC).

The Tenure Review Commission shall be a three-member commission consisting of one member selected by Oakland and one member selected by the Association. These two commission members shall then select a third member who shall act as the chairperson of the Tenure Review Commission. If the two members are unable to agree upon a chairperson within thirty (30) days of the

(41g. continued)

convening of the commission, either of them may request the American Arbitration Association to select a person to act as chairperson of the Commission. If Oakland and the Association agree, the Federal Mediation and Conciliation Service may be substituted for the American Arbitration Association. Upon selection, the chairperson shall cause a hearing to be held by the Tenure Review Commission and the Commission shall assemble all evidence it deems relevant to a determination of the questions raised before it by the parties. The TRC shall then reach and render a decision on all issues presented to it, within thirty (30) days of the close of the hearing. In order to reach such a decision an affirmative vote of the majority of the TRC is required. Each TRC shall be entitled to establish rules governing its procedures and the presentation of evidence to it. The decision reach by the TRC shall be final and binding on all parties to this Agreement.

h. Optional Promotion and/or Granting of Tenure.

Review of an untenured bargaining unit faculty member for tenure or for optional promotion and tenure may occur ahead of the schedule set forth above. The review process shall consist of the following steps, provided, however, that a negative recommendation at any two review steps shall terminate the process.

(1) The review shall be initiated on or before December 1 either by Oakland or the bargaining unit faculty member's academic unit.

(2) Following initiation of the review, the bargaining unit faculty member and/or his/her academic unit shall gather such information regarding the bargaining unit faculty member's professional qualifications as either of them deem appropriate, including, but not limited to, the bargaining unit faculty member's curriculum vitae and letters of recommendation. In academic units headed by a chairperson, the chairperson shall conduct a review of the candidate in accordance with the approved procedures of the academic unit and forward the assembled information along with his/her recommendation and the result of the academic unit's deliberations to the CAP on or before February 1. The CAP shall conduct a review of the candidate in accordance with its approved procedures and shall forward the assembled information along with its recommendation as to re-employment to the FRPC on or before March 15. If an academic unit is not headed by a chairperson, the academic unit shall conduct a review of the candidate in accordance with its procedures and the CAP shall forward the assembled information along with its recommendation as to re-employment to the FRPC on or before March 15.

(41h. continued)

(3) The FRPC shall review the materials submitted to it regarding the bargaining unit faculty member's professional qualifications and shall, on or before May 1, make a recommendation to Oakland as to whether the bargaining unit faculty member should be promoted and/or granted tenure.

(4) Oakland shall notify the bargaining unit faculty member, the academic unit, the department chairperson, if any, and the Association of its decision concerning promotion and/or granting of tenure by August 15. If promotion and/or tenure is granted, it shall be effective on the August 15 recommended by the academic unit.

(5) Oakland's decision in such cases shall be final; there shall be no right to review by the Tenure Review Commission.

(6) A decision not to grant tenure or promotion and tenure resulting either from two negative recommendations or from Oakland's action precludes the initiation of a promotional review by the bargaining unit faculty member's academic unit in the subsequent year, but shall not prevent a mandated review.

i. Promotion in the Case of Tenured Faculty.

A promotion review for a tenured bargaining unit faculty member may be initiated by the bargaining unit faculty member's academic unit or by Oakland. Such a review process shall consist of the following steps, provided, however, that a negative recommendation at any two review steps shall terminate the process:

(1) The review shall be initiated on or before September 1, either by Oakland or the bargaining unit faculty member's academic unit.

(2) Following the initiation of the review, the bargaining unit faculty member and/or his/her academic unit shall gather such information regarding the bargaining unit faculty member's professional qualifications as either of them deem appropriate, including, but not limited to, the bargaining unit faculty member's curriculum vitae and letters of recommendation. In case Oakland initiates such review, Oakland may provide review materials at this step. In academic units headed by a chairperson, the chairperson shall conduct a review of the candidate in accordance with the approved procedures of the academic unit and shall forward the assembled information along with his/her recommendation and the result of the academic unit's deliberations to the CAP on or before October 15. The CAP shall conduct a review of the candidate in accordance with its approved procedures and shall forward the assembled

(411. continued)

information along with its recommendation as to promotion to the FRPC on or before November 15. If an academic unit is not headed by a chairperson, the academic unit shall conduct a review of the candidate in accordance with its procedures and the CAP shall forward the assembled information along with its recommendation as to promotion to the FRPC on or before November 15.

(3) The FRPC shall review the materials submitted to it regarding the bargaining unit faculty member's professional qualifications and shall, on or before December 15, make a recommendation to Oakland as to promotion.

(4) Oakland shall notify the bargaining unit faculty member, the bargaining unit faculty member's academic unit, the department chairperson, if any, and the Association of its decision concerning promotion by March 15. Promotions shall be effective on August 15 of the calendar year in which the review occurred.

(5) Oakland's decision in such cases shall be final except as provided in (7) below.

(6) Determinations not to promote made in two successive years resulting from any combination of Oakland's actions, Internal Review Commission decisions, or negative recommendations at any two review steps preclude the initiation of a promotional review by the bargaining unit faculty member's academic unit in the subsequent year.

(7) In cases involving promotion to full professor in which Oakland has in two review cycles within a three-year period determined not to award a promotion recommended by the FRPC, if the bargaining unit faculty member finds himself/herself aggrieved by such action, the bargaining unit faculty member may, as a matter of right, demand within thirty days of the announcement of Oakland's decision that the case be reviewed by an Internal Review Commission, as provided hereunder. The demand shall include a statement concerning why the bargaining unit faculty member finds himself/herself to be aggrieved.

(8) Following a timely call to have the case considered by an Internal Review Commission, Oakland and the Association shall establish such commission no later than May 1.

(9) Following its review, the Internal Review Commission shall render before July 1 either (a) a written decision awarding the bargaining unit faculty member promotion to full professor, which decision shall be final and binding on all parties to this Agreement, or (b) a written decision to continue the bargaining unit faculty member in the rank of

(41i. continued)

associate professor. A majority vote of the Commission shall be required to award promotion.

j. Internal Review Commission.

The Internal Review Commission shall be a six-member body consisting of three members selected by Oakland and three members selected by the Association. At least two of the three members named by each party must not have formally participated at any stage of the most recent review of the case to be considered. A new commission may be appointed for each case to be reviewed, and each commission shall be entitled to establish its own rules governing its procedures and the presentation of evidence to it, except as provided in subparagraph 41i.(9).

42. Review of Special Instructors and the Granting of Job Security.

a. First Re-employment for Persons Employed Pursuant to Schedule 38d.

During the bargaining unit faculty member's first employment term as special instructor without job security he/she shall be reviewed for a second employment term without job security. That review process shall consist of the following steps:

(1) On or before December 1 of the year preceding the final year of a bargaining unit faculty member's term Oakland will notify the bargaining unit faculty member and his/her academic unit that the bargaining unit faculty member is being reviewed with respect to future employment at Oakland.

(2) Following receipt of such notice the bargaining unit faculty member and/or his/her academic unit shall gather such information regarding the bargaining unit faculty member's professional qualifications as either of them deem appropriate, including, but not limited to, the bargaining unit faculty member's curriculum vitae and letters of recommendation. In academic units headed by a chairperson, the chairperson shall conduct a review of the candidate in accordance with the approved procedures of the academic unit and forward the assembled information along with his/her recommendation and the result of the academic unit's deliberations to the appropriate dean (or official designated by Oakland) on or before February 1. If an academic unit is not headed by a chairperson, the academic unit shall conduct a review of the candidate in accordance with its procedures and the CAP shall forward the assembled information along with its recommendation as to re-employment to the appropriate dean (or official designated by Oakland) on or before February 1.

(3) Oakland shall then review the candidate, including the information and recommendation submitted by the chairperson or academic unit. Oakland may seek further advice by forwarding the assembled information and recommendation to the appropriate CAP and soliciting the CAP's recommendation, if the CAP has not been previously involved. Prior to rendering a decision contrary to the chairperson's recommendation (or the recommendation of an academic unit which is not headed by a chairperson) or whenever the recommendation of an academic unit conflicts with the recommendation of a chairperson, Oakland shall solicit the recommendation of the CAP, if the CAP has not been previously involved. Oakland shall then make its re-employment decision and will notify the faculty member, the academic unit, the department chairperson, if any, and the Association of its decision at least one year prior to the expiration of the bargaining unit faculty member's employment period.

(4) CAP solicitations shall be made prior to April 1. The CAP shall conduct a review of all candidates submitted to it by Oakland in accordance with its approved procedures and shall forward the assembled information along with its recommendation to Oakland within thirty days of the solicitation.

b. Re-employment with the Granting of Job Security.

During a bargaining unit faculty member's final term as special instructor without job security, he/she shall be reviewed by Oakland in order to determine whether he/she shall be re-employed and granted job security. That review process shall consist of the following steps:

(1) On or before December 1 of the year preceding the final year of a bargaining unit faculty member's employment term, Oakland will notify the bargaining unit faculty member and his/her academic unit that the bargaining unit faculty member is being reviewed with respect to future employment at Oakland.

(2) Following receipt of such notice the bargaining unit faculty member and/or his/her academic unit shall gather such information regarding the bargaining unit faculty member's professional qualifications as either of them deem appropriate, including, but not limited to the bargaining unit faculty member's curriculum vitae and letters of recommendation. In academic units headed by a chairperson, the chairperson shall conduct a review of the candidate in accordance with the approved procedures of the academic unit and forward the assembled information along with his/her recommendation and the result of the academic

unit's deliberations to the appropriate Committee on Appointment and Promotion (CAP) on or before February 1. The CAP shall conduct a review of the candidate in accordance with its approved procedures and shall forward the assembled information along with its recommendation as to re-employment to the appropriate dean (or official designated by Oakland) on or before March 15. If an academic unit is not headed by a chairperson, the academic unit shall conduct a review of the candidate in accordance with its procedures and the CAP shall forward the assembled information along with its recommendation as to re-employment to the appropriate dean (or official designated by Oakland) on or before March 15.

(3) Oakland shall then review the candidate, including the information and recommendation submitted by the chairperson or academic unit. Oakland may seek further advice by forwarding the assembled information and recommendation to the Faculty Re-employment and Promotion Committee (FRPC) and soliciting the FRPC's recommendation. Prior to rendering a decision contrary to the CAP recommendation, Oakland shall solicit the recommendation of the FRPC. Oakland shall then make its re-employment decision and will notify the faculty member, the academic unit, the department chairperson, if any, and the Association of its decision at least one year prior to the expiration of the bargaining unit faculty member's employment period.

(4) FRPC solicitations shall be made prior to May 1. The FRPC shall conduct a review of all candidates submitted to it by Oakland in accordance with its established procedures and shall forward the assembled information along with its recommendation to Oakland within thirty days of the solicitation.

c. Special instructors with job security may be reviewed for promotion to the rank of associate professor with tenure in accordance with the procedures set forth in paragraph 41i., except that such review shall not be initiated by an academic unit if so initiated in the previous two years. This promotion provision is not available to special instructors who transferred to special instructor pursuant to subparagraph 38e. when the transfer agreement was reached subsequent to August 15, 1979.

43. Review of Faculty on Layoff. A bargaining unit faculty member on layoff status shall not be reviewed during the period of layoff. If recalled, a full-time non-visiting bargaining unit faculty member who does not have either tenure or job security shall have the employment term in which he/she was serving at the time layoff became effective extended by either (a) the period of layoff if such period is in whole calendar years, or (b) the nearest number of whole calendar years greater than the period of layoff, whichever is applicable.

44. Oakland will not, during the term of this Agreement, establish a policy that limits the ratio of tenured to non-tenured full-time bargaining unit faculty members, either in any specific academic unit or the University as a whole, to any specific number or set of numbers. However, Oakland may, when making a tenure decision on any specific bargaining unit faculty member, consider the impact of such decision upon the tenure ratio of his/her academic unit and upon the tenure ratio of the University.

45. Grievance Procedures. The Association and/or an individual full-time bargaining unit faculty member or group of full-time bargaining unit faculty members shall have the right to enforce, through the grievance procedures established in this Agreement, those portions of the Tenure Review Process in which Oakland has an affirmative duty to take action. For the purposes of this paragraph Oakland shall not be deemed to have any affirmative duty to take action with regard to any function of academic units, CAPs, FRPC, or the Association.

ARTICLE VIII

LAYOFF AND RECALL

46. Oakland recognizes that a University achieves and maintains distinction through the excellence of its faculty and that faculty can make their greatest contribution in an environment that values academic freedom and tenure. Oakland further recognizes that when the reduction of faculty positions in any academic area is contemplated, any plan for such reduction will place a high priority on maintaining the quality of instructional programs and minimizing the unnecessary loss of faculty. Oakland and the Association concur that the University, with its diversity of intellectual and professional resources, offers the potential for creative problem-solving through the application of the combined capabilities of its constituencies. Therefore, if Oakland determines that reductions or reallocations of faculty positions are necessary, a committee with representation from Oakland, the Association, and the affected academic unit(s) will be established to develop a plan for addressing the problem. This plan, to be submitted to Oakland within sixty (60) days from the date that Oakland calls for the committee to be established, shall consider such alternatives to layoff as attrition, in-load spring-summer teaching, retraining, retirements, less-than-full-pay leaves, reassignment of teaching responsibilities, assignment of non-teaching duties, or reduced appointments. Nevertheless, having considered this plan, if Oakland determines that the alternatives outlined therein do not adequately meet the needs for reduction and reallocations in faculty positions, or if a plan is not timely submitted, layoffs of full-time faculty may be instituted in accordance with the following paragraphs of this Article.

47. Oakland may lay off and recall its bargaining unit faculty members and determine the academic unit or units in which such layoff shall occur. The two circumstances in which layoff may occur are described in paragraph 48, Over-Ratio Layoff, and paragraph 49, Position-Shift Layoff. However, no full-time bargaining unit faculty member shall cease working due to layoff in any academic unit where part-time bargaining unit faculty members or

non-bargaining unit persons other than students are doing unit work if the bargaining unit faculty member is qualified, as determined by Oakland, to do that work. For the purpose of this Article a bargaining unit faculty member shall be considered as holding the highest title for which he/she has been approved by Oakland on the date Oakland notifies the Association of its intention to institute a layoff under subparagraph 57a., whether or not the date on which that title will become effective has been reached. However, in the event a bargaining unit faculty member is approved by Oakland for a title in paragraph 54e., f., or g. subsequent to the notification in subparagraph 57a., the bargaining unit faculty member will be considered as being in the categories described in subparagraphs 54e., f. or g. for the purposes of paragraphs 62 and 63 only.

48. Over-Ratio Layoff. The layoff procedure may be started when the actual FTE exceeds the number of FTE required by Appendix D by more than 6, plus the FTE value for faculty supported with federal or special funding. The maximum number of faculty members that may be laid off is given by the following:

Actual FTE: minus FTE required by Appendix D
minus 6
minus FTE credit for faculty supported by federal or special funding
minus number of over-ratio layoffs in effect
minus FTE credit calculated for laid-off faculty members

49. Position-Shift Layoff. Position-shift layoffs may occur in any academic unit which Oakland has notified of an overstaffing condition, but Oakland shall, upon instituting such a layoff, simultaneously authorize in other academic units an equal number of new full-time positions to be filled with bargaining unit persons, except as noted below, and shall notify the Association of such authorizations. If, at the time Oakland initiates a position shift layoff, the total number of FTE faculty is greater than that required by Appendix D, as measured over the four terms immediately preceding the current term, the number of new positions may be up to two less than the number of layoffs. In determining whether the new positions authorization has been met, the filling of positions that are, for any reason, vacated after Oakland notified the Association of its intent to institute a position-shift layoff under subparagraph 57a., either by full-time non-visiting BUFMs or by visiting BUFMs who are wholly paid by the General Fund, shall not be counted. Any full-time BUFM laid off pursuant to this paragraph shall be entitled to the procedural rights specified in paragraph 58 and to the notice of layoff specified in paragraph 59. No position authorized to comply with the terms of this paragraph shall be filled until such time as the corresponding layoff is effective and the bargaining unit faculty member ceases to receive salary monies from Oakland, unless Oakland elects an earlier date. Such new positions may be filled with non-bargaining unit persons if the department chairperson in an academic unit headed by a chairperson or the dean in other cases so recommends, and both the Association and Oakland concur. Notification of position shift layoffs shall be made by January 16 of the year preceding the year in which the layoff process is initiated and the notification shall include a general statement concerning the degree of overstaffing.

50. FTE Computations. For the purpose of determining the possibility of over-ratio layoffs and/or salary reduction under this Article, ratio computations shall be made three times during each fiscal year; between October 15 and December 1; between February 15 and April 1; and between June 15 and August 15. The period covered by such computations shall include both the three terms immediately preceding the term in which the computation is made and the term in which the computation is made.

51. Salary Reduction from Extreme Over-Ratio Condition. If the actual number of FTE exceeds the number required by Appendix D by more than ten percent and there has been a decline of at least ten percent in the number of FYES for a fall or winter semester compared to the FYES in the corresponding fall or winter semester one year earlier, the salaries of all bargaining unit faculty members may be at Oakland's discretion immediately and automatically reduced by the ratio:

$$\frac{\text{Actual FTE minus (1.10 x FTE required by Appendix D)}}{\text{Actual FTE}}$$

52. Such salary reduction shall remain effective until the date of the next FTE computation indicated in paragraph 50, at which time a new salary reduction ratio, if any shall be computed.

53. The salary reduction specified in paragraph 51 will be accelerated for those bargaining unit faculty members who have elected the nine-month pay option pursuant to Article XIII, so that the effect of the salary reduction will be the same for all bargaining unit faculty members.

54. Order of Layoff. Bargaining unit faculty members shall be laid off according to the title they hold (at the time the individual notice is issued) in the following order, subject to Oakland's determination of the ability of those remaining faculty members to perform adequately all remaining primary work responsibilities assigned to the academic unit. Such determination shall be made at the time of Oakland's decisions specified in subparagraphs 57f. and 57i.

a. Bargaining unit faculty members of any classification who are subject to the Tenure Review Process and who have received notice that they will not be re-employed following the expiration of their current employment contract;

b. Special instructors without job security, instructors, and visiting faculty members;

c. Assistant professors in other than their final probationary term;

d. Assistant professors in their final probationary term, special instructors with job security, and associate professors without tenure;

e. Assistant professors with tenure;

f. Associate professors with tenure;

g. Professors.

55. In those instances where more than one title is listed in the ranking of layoff, they shall be treated as a single category for the purposes of this layoff procedure.

56. Within each category specified above, bargaining unit faculty members shall be laid off in the following order:

a. Bargaining unit faculty members without tenure (categories a. through d.) shall be laid off in whatever order is determined to be appropriate by Oakland.

b. Bargaining unit faculty members holding tenured positions (categories e. through g.) shall be laid off in inverse order of their seniority with Oakland. Seniority is defined as the total length of continuous employment at Oakland, beginning with the first employment with a title set forth in paragraphs 5 or 6.

57. Layoff Procedures: Over-ratio Layoff. If Oakland determines that it wishes to institute an over-ratio layoff under the provisions of paragraph 48, Oakland will comply with the following procedures. If by the end of each period specified in paragraph 50 Oakland has not instituted an over-ratio layoff based on the calculation for the period ending on the prescribed dates, then no over-ratio layoff may instituted based on that calculation. However, subsequent layoffs, at the prescribed times, may be instituted using some of the same data.

a. Oakland shall notify the Association and the academic units affected of its decision to institute a layoff and of the number of bargaining unit faculty members to be laid off and the academic unit or units in which the layoff is to occur.

b. Following receipt of the notice required by subparagraph 57a. above, the tenured bargaining unit faculty members of each academic unit in which a layoff is to occur shall meet to determine a recommended order of layoff as between categories and within categories as established in paragraph 54 subject to the restraints set forth in paragraphs 54, 55, and 56. The recommendations of the tenured bargaining unit faculty members of each affected academic unit shall be forwarded to Oakland within thirty days of the date on which the academic unit was notified of its layoff pursuant to this paragraph 57. In the event there are fewer than three tenured bargaining unit faculty members in an affected academic unit, Oakland shall, for the recommendatory process established in this subparagraph b., designate enough additional tenured bargaining unit faculty members from other academic units to provide such academic unit with a committee of three tenured bargaining unit faculty members to participate in said recommendatory process.

c. During the period specified in subparagraph b. above, the faculty, through appropriate formal consultative processes such as the University Senate, shall have the opportunity to offer advice on the educational impact of the proposed layoffs, and may propose different layoff plans or other alternatives thereto.

d. Following the expiration of the thirty-day period provided in subparagraph 57b., Oakland shall, within fifteen days, notify the Association and the academic units affected of its final decision of the number of bargaining unit faculty members to be laid off and the academic unit or units in which the layoff is to occur. The number of bargaining unit faculty members to be laid off shall be no greater than the number specified in the notice required in subparagraph 57a. The academic unit or units in which the layoff is to occur shall be limited to those specified pursuant to subparagraph 57a. and those proposed by the University Senate in an alternative layoff plan pursuant to subparagraph 57c.

e. Any additional academic units notified under subparagraph d. because of a modified layoff plan shall comply with the provisions of subparagraph b. except that the period prescribed in subparagraph b. shall be seven days.

f. With respect to academic units notified under subparagraph 57a., following the expiration of the thirty-day period provided in subparagraph 57b., Oakland shall, within fifteen days, either: (1) adopt the recommendation of the tenured bargaining unit faculty members and issue layoff notices to the bargaining unit faculty members in the order set forth in said recommendation or (2) modify the order of layoff and submit its modified order of layoff to the FRPC for its review and comment. In the event that no recommendation has been received by Oakland from the academic unit pursuant to subparagraph 57b., Oakland shall, within fifteen days, submit its own order of layoff to the FRPC.

g. With respect to academic units notified under subparagraph 57d. above, following expiration of the seven-day period provided in subparagraph 57e. above, Oakland shall, within fifteen days, follow the provisions of subparagraph 57f.

h. In the event Oakland submits an order of layoff to the FRPC pursuant to the provisions of subparagraph 57f., the FRPC shall complete its review of the order of layoff within seven days of the date on which the order of layoff was submitted to it and shall within the same time period make recommendations to Oakland as to the appropriate layoff order.

i. Following the expiration of the seven-day period established in subparagraph 57h., Oakland shall make its final decision on the order of layoff and issue layoff notices to affected bargaining unit faculty members.

j. Layoff notices to affected bargaining unit faculty members must be issued within fifteen days of Oakland's adoption of the recommendations of the tenured bargaining unit faculty members pursuant to subparagraph 57f. or within thirty days of Oakland's submission of an order of layoff to the FRPC pursuant to subparagraph 57h., whichever is applicable.

k. Any calendar days in the period between the day after the end of final examinations for the fall semester and the day before the first day of registration for the winter semester, may not apply in counting the time periods specified in this paragraph 57, if so elected by the party to whom the time constraint is applicable. The number of such days that do not count may not exceed twenty days, however.

58. Layoff Procedures: Position Shifts. Position shifts shall follow the procedures outlined in paragraph 57 except that:

a. Notification of such shifts pursuant to subparagraph 57a. shall be made in the period January 1 through January 15.

b. The thirty-day period in subparagraph 57b. shall be extended to sixty days.

c. Layoff notices shall be issued to the bargaining unit faculty members under subparagraph 57j. on or after May 1.

59. Notice. Full-time bargaining unit faculty members laid off pursuant to this Article shall be entitled to the following minimum notice period prior to the commencement of their layoff:

a. Over ratio layoff:

(1) Visiting faculty shall be entitled to 180 days notice of layoff.

(2) Non-visiting bargaining unit faculty members with a title set forth in paragraph 5 or 6 shall be entitled to 365 days notice of layoff.

b. Position shift layoff: bargaining unit faculty members shall be entitled to 365 days notice of layoff.

No bargaining unit faculty member shall be entitled to commence teaching in any semester that would not be completed before the day on which said layoff commences. No bargaining unit faculty member shall be employed for a longer period due to layoff than would otherwise have been the case because of other provisions of this contract.

Oakland may choose at any time to pay a bargaining unit faculty member all amounts of pay due under this Article in lieu of notice or a portion of notice, if the bargaining unit faculty member assents.

60. Compensation Entitlement During Notice Periods. Bargaining unit faculty members laid off pursuant to this Article shall be entitled to full compensation for all days worked prior to their being laid off. In the event the laid off bargaining unit faculty member is on an academic year contract, said compensation will be computed on a pro-rata basis. The proration of annual salary shall be the ratio of the number of calendar days commencing on the previous August 15 and running through the date the notice period expires and layoff thus begins, but not later than the last day of the final examination period for the winter term, to the actual number of days commencing on August 15 and running through the last day of the final examination period for the winter term.

61. Salary Entitlement after Layoff. Bargaining unit faculty members who are laid off and who were approved by Oakland for titles in categories e. through g. of paragraph 54 on the date Oakland notified the Association of its intention to institute a layoff under subparagraph 57a., whether or not the appointment date on which that title was to become effective had been reached as of the date of notice to the Association, shall be entitled to receive one half of regular annual salary at the rate in effect on the date layoff commences, paid over a period of six months; and either of the following, as applicable:

a. For a bargaining unit faculty member who is entitled to 180 days notice of layoff pursuant to paragraph 59, the following shall apply:

(1) For a period of six months,

(2) Oakland shall continue to pay toward medical insurance (described in paragraphs 109 and 110) whatever amount Oakland was actually paying for that bargaining unit faculty member on the date the bargaining unit faculty member ceases to receive salary monies from Oakland, if

(3) the bargaining unit faculty member pays the difference between Oakland's payment and the actual cost of such benefits.

(4) The bargaining unit faculty member may elect continuation of such medical benefits fully at his/her own expense for an additional six months beyond the first six months specified in (1) above.

b. For a bargaining unit faculty member who is entitled to 365 days notice of layoff pursuant to paragraph 59 the following shall apply:

(1) For a period of six months,

(2) the bargaining unit faculty member may elect continuation of whatever medical benefits (described in paragraphs 109

and 110) he/she was receiving on the date the bargaining unit faculty member ceases to receive salary monies from Oakland, if

(3) the bargaining unit faculty member pays the cost of these benefits.

62. Recall. Full-time bargaining unit faculty members laid off pursuant to this Article shall be subject to recall on the following basis when Oakland determines that a position is available:

a. Bargaining unit faculty members holding titles specified in subparagraphs 54b. and 54c. shall be eligible for recall until such time as their contract of employment with Oakland expires.

b. All bargaining unit faculty members, except special instructors, holding titles specified in subparagraph 54d. shall be eligible for recall for two academic years beyond the expiration date of their employment contracts with Oakland or until seventy years of age, whichever first occurs. A special instructor with job security shall be eligible for recall until the third anniversary of the effective date of his/her layoff or until he/she reaches seventy years of age, whichever first occurs.

c. A bargaining unit faculty member holding a title specified in subparagraphs 54e. through 54g. shall be eligible for recall until the seventh anniversary of the effective date of layoff or until he/she reaches seventy years of age, whichever first occurs.

d. Bargaining unit faculty members shall be recalled by Oakland in inverse order of layoff by category and then within category by inverse order of their layoff date, subject to the ability of the recalled bargaining unit faculty member to perform, as judged by the academic unit and with the concurrence of Oakland, the professional responsibilities assigned to the academic unit in which the recall is occurring.

e. Bargaining unit faculty members shall notify Oakland's Office of the Provost in writing every July following the layoff date of their availability for recall. Failure to provide such notice by a bargaining unit faculty member shall release Oakland from any obligation to recall that bargaining unit faculty member. Oakland's obligation to notify a bargaining unit faculty member of his/her recall shall be satisfied by sending a registered letter to the bargaining unit faculty member at the last address filed with Oakland's Office of the Provost by the bargaining unit faculty member. In the event that the recalled bargaining unit faculty member does not notify Oakland of his/her acceptance of recall within thirty days of the date on which the notice is sent, he/she shall be deemed to have refused recall and terminated his/her employment with Oakland.

f. Bargaining unit faculty members laid off and then subsequently recalled pursuant to this paragraph 62 shall be entitled to advance one salary level beyond the salary level held at the date layoff commenced if such date was after December 31 and before August 15 and such advancement is permitted under Article XI. If layoff commenced after August 15 but prior to January 1, the recalled bargaining unit member shall be entitled to maintain the same salary level held at the time of layoff.

g. No person shall be hired in an academic unit where a layoff has commenced until such time as all bargaining unit faculty members eligible for recall in that academic unit have been offered such recall.

h. In the event part-time employment becomes available in an academic unit in which laid-off full-time bargaining unit faculty members are eligible for recall, such faculty members shall be offered the opportunity to perform the part-time employment if they are judged qualified to do so by the academic unit with the concurrence of Oakland. The rejection of such opportunity by a laid-off bargaining unit faculty member shall not (1) modify the bargaining unit faculty member's right to recall under this paragraph, or (2) prevent Oakland from hiring other persons to perform the available part-time employment.

i. If a laid-off full-time bargaining unit faculty member is employed in a part-time or visiting position, such employment shall not be considered recall.

j. All bargaining unit faculty members who are subject to recall pursuant to this Article have the right to enforce this Article through the grievance procedure established in this Agreement except where otherwise specified.

63. A full-time bargaining unit faculty member with recall rights may be employed by Oakland in an academic unit other than the one from which he/she was laid off, under the following procedures:

a. Oakland shall notify the Association of any full-time faculty employment opportunities. Such notification shall be made prior to the commencement of recruiting for said employment opportunity.

b. The Association shall, within fifteen days of such notification, provide a written list to Oakland and to the relevant academic unit of any laid-off bargaining unit faculty members who desire to be considered for such employment.

c. If the majority of the bargaining unit faculty members in an academic unit judges any of the laid-off bargaining unit faculty member applicants to be qualified for the employment opportunity, it shall recommend, within seven days, whether or not Oakland should employ the bargaining unit faculty member to fill the vacancy. If Oakland decides not to employ a bargaining unit faculty member recommended by an academic unit, Oakland shall give its reasons for this decision in writing to the academic unit and to the Association; financial considerations shall be sufficient reason. If no recommendation is made to Oakland by the academic unit, there shall be no requirement to employ.

d. If the majority of bargaining unit faculty members in an academic unit judges none of the laid-off bargaining unit faculty member applicants to be qualified for the employment opportunity and this judgment is challenged within seven days by a tenured laid-off bargaining unit faculty member as to his/her own case, the issue of his/her qualifications shall be reviewed by the FRPC, which shall within seven days advise Oakland on the applicant's qualifications. If Oakland decides not to employ a tenured bargaining unit faculty member whose employment was recommended by the FRPC, Oakland shall give its reasons for this decision in writing to the FRPC and to the Association; financial considerations shall be sufficient reason. If no recommendation is made by the FRPC to Oakland, there shall be no requirement to employ.

e. If Oakland determines that employment of a bargaining unit faculty member is appropriate, it shall offer such employment to the bargaining unit faculty member. His/her tenure status shall be maintained. The initial salary in the new academic unit shall not be less than his/her salary at time of layoff unless the bargaining unit faculty member, Oakland, and the Association agree to a different salary.

f. A bargaining unit faculty member accepting employment under the terms of this paragraph 63 retains his/her recall rights in the academic unit from which he/she was laid off.

g. Failure of Oakland to recall a bargaining unit faculty member recommended by an academic unit or by the FRPC under this paragraph 63 shall not be grievable.

64. A full-time bargaining unit faculty member who (a) has received notice of layoff pursuant to paragraph 57 but has not yet been laid off, or (b) has been laid off and is eligible for recall under paragraph 62 shall be entitled while in such status to receive a refund for tuition charges paid for credit courses successfully completed at Oakland University by said member for the purpose of retraining.

ARTICLE IX

DISCIPLINE AND DISCHARGE

65. Basis. Oakland will discipline or discharge a bargaining unit faculty member only for just cause. For the purposes of this paragraph "just cause" shall be interpreted in the context of the principles of academic freedom and academic responsibility and shall be limited to:

a. Failure to fulfill professional responsibilities.

b. Professional misconduct.

c. Conduct punishable as a felony under Michigan or Federal Law.

d. Conduct violating Article XXI of the Agreement.

Discharge shall be deemed to refer only to the termination of a bargaining unit faculty member's current employment agreement prior to its expiration date or to the termination of tenured employment.

66. Notice. Oakland shall state in writing to the bargaining unit faculty member and to the Association any disciplinary or discharge action, including the reasons for such action. Unless emergency health or safety considerations prevent, Oakland shall give such notice to the bargaining unit faculty member and to the Association prior to effecting the action. If the bargaining unit faculty member determines to pursue or contest the action, he/she has the right, at his/her option, to be represented by the Association.

67. Evaluation of Faculty Performance. In the event Oakland determines that a deficiency exists in the performance by a bargaining unit faculty member of his/her professional responsibilities, it may, without instituting any disciplinary or discharge action against the bargaining unit faculty member pursuant to paragraph 65, take the following action to correct the bargaining unit faculty member's performance. Oakland shall state in writing to the bargaining unit faculty member (a) the areas in which Oakland finds the bargaining unit faculty member's performance to be deficient, (b) the actions Oakland wishes the bargaining unit faculty member to take to cure the deficiency, and (c) the penalties Oakland will impose in the event that the bargaining unit faculty member fails to take the requested action. Within thirty (30) days of Oakland's written communication to a bargaining unit faculty member, either the bargaining unit faculty member or Oakland may request the FRPC to review the statements made by Oakland regarding the bargaining unit faculty member's performance and report to Oakland and the bargaining unit faculty member as to whether (1) the bargaining unit faculty member's performance is in fact deficient, (2) whether the suggested corrective measures are appropriate to cure the alleged deficiency, (3) whether or not the proposed penalties for failure to cure the deficiencies are appropriate, and (4) any modifications in (b) or (c) it would recommend. In the event an evaluation request is made to the FRPC, the FRPC shall make a written report to Oakland and the bargaining unit faculty member involved within thirty (30) days of the date on which the request was made. If the

FRPC fails to make its report within the said thirty-day period, Oakland may proceed as if such report was timely made. Oakland shall then have the right to take any action with regard to the bargaining unit faculty member it determines to be in the best interest of the University. Any action taken by Oakland to impose penalties against a bargaining unit faculty member as a result of this evaluation procedure will be subject to the "just cause" standards of paragraph 65, the required notification of paragraph 66, and to the grievance procedure provided in this Agreement.

68. In the event that the bargaining unit faculty member being evaluated concurs with (a) and (b) above, he/she may notify Oakland within fifteen days of Oakland's written communications to him/her of his/her objection to having further considerations being made by the FRPC, and Oakland may not then request the FRPC to review the charges.

ARTICLE X

PROFESSIONAL RESPONSIBILITIES

69. The primary professional responsibilities of bargaining unit faculty members are teaching (including grading and the submission of grades), university service (including public service consistent with the mission of the university), academic research, scholarly and professional activities, and the rendering of professional library service.

70. Bargaining unit faculty members have additional professional responsibilities in such areas as counseling and advising; orientation; registration; service on academic committees; keeping regular posted office hours that are scheduled at times most beneficial to students; and participation in ceremonial academic functions such as convocation and commencement. Bargaining unit faculty members shall not be asked to spend an excessive or unfair amount of time on such additional services.

71. Nothing contained in this Agreement shall be construed to require either a specific number of hours of service to the University by bargaining unit faculty members or to give bargaining unit faculty members the right to additional compensation based upon the number of hours of service performed for the University, except as specifically provided for in this Agreement. Further, there shall be no fixed scheduling of the time at which bargaining unit faculty members shall be required to discharge their professional responsibilities, except as required for the scheduling of class assignments and the fixed scheduling of other events that bargaining unit faculty members are required to attend by this Agreement.

72. Outside Professional Work. Bargaining unit faculty members may engage in outside professional activities which are not part of their professional responsibilities at Oakland, provided that such activities do not interfere with the satisfactory performance of the bargaining unit faculty member's work obligation as set forth herein. In the event that Oakland determines that such outside professional activities conflict with the satisfactory performance of the bargaining unit faculty member's obligation, it will notify the bargaining unit faculty member in writing of its

determination and may require the bargaining unit faculty member to cease such activities. Bargaining unit faculty members aggrieved by such determination shall have the opportunity to process a grievance regarding Oakland's action before actually severing the outside relationship or ceasing such work. Such opportunity shall be deemed satisfied if no grievance is filed within thirty (30) days after receipt of the written notice required hereunder.

The following shall apply to such activities:

a. No equipment, supplies or services owned or provided by Oakland shall be used in conjunction with such outside work, except as provided as part of a separate contract or agreement with Oakland and the individual faculty member.

b. Bargaining unit faculty members who work in a continuing relationship with any outside employer shall notify such employer that outside work is performed by the bargaining unit faculty member in an individual capacity as an expert and not on behalf of Oakland. Oakland shall receive a copy of such notification.

ARTICLE XI

SALARY

73. Members of the bargaining unit shall receive salaries and other payments as provided for in this Article.

FULL-TIME NON-VISITING FACULTY

74. Paragraphs 75 through 100 apply only to full-time non-visiting faculty.

75. Regular Annual Salary. Each full-time non-visiting bargaining unit faculty member's regular annual salary shall be the product of the University salary minimum for his/her current level multiplied by his/her assigned pay area factor multiplied by his/her personal factor. Unless a bargaining unit faculty member otherwise elects, pursuant to Article XIII, such salary shall be paid in monthly installments equal to one-twelfth (1/12) of the regular annual salary.

76. University Salary Levels. Every full-time non-visiting bargaining unit faculty member shall at all times be assigned a salary level. New bargaining unit faculty members shall be assigned that level which most nearly approximates the initial salary offered and paid to said bargaining unit faculty member by Oakland. For the purpose of this level assignment, said new bargaining unit faculty member shall be assumed to have a mid-range personal factor.

77. On August 15 during each year of this Agreement, each full-time non-visiting instructor, assistant professor, associate professor, and professor below the highest level normally allowed for the bargaining unit faculty member's rank shall automatically advance one level, provided that a

person first assigned a level on or after January 1 of that year shall not receive this automatic advance in level. On August 15 during each year of this Agreement, each full-time non-visiting special instructor below level 88 shall automatically advance one level, provided that a special instructor who is above level 78 and has already advanced eight (8) levels shall not receive this automatic advance in level.

78. Each professor who has attained the highest normal level permitted under Appendix A, and who has been at that level for two years, will automatically advance one longevity level on August 15 as provided for in Appendix A. Thereafter, the professor will automatically advance one longevity level for each additional two years subsequently served in the bargaining unit.

Each associate professor who has attained the highest normal level permitted under Appendix A, and who has been at that level for four years, will automatically advance one longevity level on August 15 as provided for in Appendix A. Thereafter, the associate professor will automatically advance one longevity level for each additional four years subsequently served in the bargaining unit.

79. Oakland may, after seeking, or in response to, the recommendation of the appropriate academic unit, advance a bargaining unit faculty member by a level or more than one level at any time, provided any bargaining unit faculty member shall be entitled to maintain at least the level so granted at all times thereafter. Each academic unit shall develop procedures for making such recommendations. Reasons for such level advances may include, but are not limited to, internal equity, market conditions or extraordinary performance. Oakland's determination to grant or not to grant level advances under this paragraph shall not be grievable.

80. No full-time non-visiting bargaining unit faculty member shall be assigned a level below the minimum normal level specified in Appendix A for the member's rank.

81. A full-time non-visiting bargaining unit faculty member will receive one additional level when promoted from instructor to assistant professor, from assistant professor to associate professor, or from special instructor to associate professor. A full-time non-visiting bargaining unit faculty member will receive two additional levels when promoted from associate professor to professor. These promotional level(s) are in addition to the level the bargaining unit faculty member would have been assigned through the normal operation of this Article if the bargaining unit faculty member had not been promoted. Level advances in excess of those specified in this paragraph 81 will be granted, if necessary, in order to comply with paragraph 80.

82. These paragraphs, 73 through 82, shall apply to all full-time non-visiting bargaining unit faculty members exercising any leave provisions of this Agreement and receiving at least fifty (50) percent of their annual salary. It shall equally apply to any full-time non-visiting bargaining unit faculty member receiving less than fifty (50) percent of his/her annual salary and exercising any leave that Oakland, at the time of leave application, has

approved for professional and scholarly purposes, except as next provided. A bargaining unit faculty member who does not elect under paragraph 173 to have a one-year leave of absence without pay count as part of the probationary period shall not advance in level during the year of leave.

83. The University salary minimum for each level shall be as shown in Appendix A, "University Salary Levels."

84. Pay Area Factors. Each academic unit shall constitute a pay area and have a pay area factor, with the exception that when a school constitutes the academic unit it may consist of more than one pay area. Each pay area factor shall be no less than 1.000. Each full-time non-visiting bargaining unit faculty member shall have applied in computing regular annual salary the pay area factor of the bargaining unit faculty member's designated pay area. Pay areas are as shown in Appendix B, "Pay Area Factors."

Pay area factors for 1985-86 are as shown in Appendix B, "Pay Area Factors." By July 1 of each year, Oakland shall notify the Association and each academic unit whether the pay area factor for each pay area will increase, remain constant, or decrease for reasons other than personnel changes. No pay area factor may decrease in one year (for reasons other than personnel changes) by more than the greater of 0.015 or twenty percent (20%) of the amount by which the pay area factor exceeds 1.000. Pay area factors for the following academic year adjusted for both personnel changes and other reasons shall be announced by Oakland by August 15 and shall not be grievable. Adjustments in pay area factors must be made such that the sum of the regular annual salaries prior to implementation of any salary increases for all continuing full-time non-visiting bargaining unit faculty members does not decrease.

85. Notwithstanding other provisions of this Agreement, should a faculty member's designated pay area shift, whether because of a transfer of primary appointment as specified in paragraph 14 or because of a transfer within an academic unit, the bargaining unit faculty member's salary will be maintained unless the bargaining unit faculty member and Oakland agree to a different salary. The level assignment in the new pay area will be that level whose mid-range salary with the new pay area factor applied is closest to the bargaining unit faculty member's current mid-range salary. The restriction on level assignment in paragraph 79 shall not apply for the calculation of the initial level under this paragraph.

86. The full-time non-visiting bargaining unit faculty members in each pay area shall assign, through their own procedures, a personal factor to each full-time non-visiting bargaining unit faculty member in the pay area (excluding the department chairperson(s), if any). The possible personal factors range from 1.000 to the maximum personal factor for each level, as specified in Appendix C, "Personal Factors."

87. The total salaries for full-time non-visiting bargaining unit faculty members in a pay area, excluding the salary of the chairperson(s), if any, must equal the total of the mid-range salaries for the levels of the bargaining unit faculty members in the pay area. The mid-range salaries are calculated from mid-range personal factors as shown in Appendix C. For the

purposes of the calculations of this paragraph, only continuing full-time non-visiting bargaining unit faculty members who are not on a full-year unpaid leave, and who are not assigned salaries by Oakland under the provisions of paragraph 90, are to be included.

88. Initial assignments of personal factors shall be concluded each academic year within thirty (30) days after the execution of the Agreement or within thirty (30) days after the first day of classes for the fall term.

89. Each individual personal factor shall be subject to approval by Oakland. Disapproval by Oakland shall be delivered to the department chairperson, or other person designated by the members of the pay area in schools without departments, within ten (10) days after receipt by Oakland of initial assignment or said disapproval shall be void. Disapproval of any personal factor by Oakland shall operate to permit the reassignment of all personal factors by the full-time non-visiting bargaining unit faculty members in the pay area. Upon request of the chairperson, or other designated person in schools without departments, Oakland shall indicate why the list was not approved.

The personal factor assigned to a faculty member is not grievable.

90. If a person holding a title in paragraph 5 or 6 is transferred into the bargaining unit (because of release from executive or supervisory responsibilities), he/she shall be assigned a level by Oakland. Oakland shall also establish an initial regular annual salary, which salary need not meet the constraints of the salary and level relationships established elsewhere in this Agreement. For a period not to exceed five additional years, Oakland may continue to establish unilaterally a regular annual salary, free of level constraints, except that the salary assigned shall be at least as great as the mid-range value for the BUFM's assigned level. During such period the affected BUFM shall at all times be assigned a level and when the BUFM is eligible for an advance in level, such advance will occur. After a period of six years, or earlier if Oakland so designates, the salary establishment rules otherwise set forth in this Article shall apply. During the period of special salary treatment, if spring and summer pay or other special payments which are based on regular annual salary become due, the affected BUFM will be presumed, for this purpose, to have a regular annual salary at mid-range of his/her level in his/her pay area. If a multiple year salary treatment process is established for the BUFM, the BUFM and the Association will be notified.

91. Base Salary for Chairpersons. A bargaining unit faculty member who is designated by Oakland to act as chairperson will have as his/her regular annual salary the mid-range salary specified by his/her level and designated pay area. In addition to the regular annual salary and additional amounts paid under paragraph 92, a merit fund will be established in each school or college with chairpersons totalling two and one-half (2 1/2) percent of the sum of the regular annual salaries determined above for each chairperson. Said merit fund will be allocated at the sole discretion of Oakland. Such allocations are not grievable. Such allocations will be announced by Oakland each year no later than September 30 or thirty (30) days after execution of the Agreement. If the allocations are less than the full merit fund in any

year, the remainder shall be utilized by Oakland for faculty research purposes after seeking the recommendation of the University Research Committee.

92. Salary for Chairpersons. In addition to base salary, Oakland will pay each bargaining unit faculty member designated as department chairperson, for the performance of duties required by such assignment, an additional amount as follows:

> an additional nine and one-half percent (9.5%) of his/her mid-range salary, plus an additional amount equal to "x" times "y" divided by "z" where
>
> x = four percent of all chairpersons' mid-range salaries,
>
> y = the number of full-time bargaining unit faculty members in the chairperson's department at the beginning of the fall term, and
>
> z = the total number of full-time bargaining unit faculty members in all departments at the beginning of the fall term.

The determination of "y" and "z" will be made by Oakland in early September of each year and will not be grievable.

Such additional salary will be paid on the following bases:

a. Each chairperson will discharge all assigned duties during the August 15-August 14 year.

b. The additional pay will be earned over four periods of the year as follows: fall, 1/3 of the total amount; winter, 1/3 of the total amount; spring, 1/6 of the total amount, and summer, 1/6 of the total amount.

Notwithstanding the above, the chairperson of International Studies shall be compensated for services rendered at the rate of $1,800 per year, apportioned as follows: fall term, 1/3 of compensation payable; winter term, 1/3 of compensation payable; spring, 1/6 of compensation payable; and summer, 1/6 of compensation payable.

93. Each chairperson shall have the option to teach one course section during the spring or summer session provided a course he/she is qualified to teach is offered. For this he/she will receive additional pay at the rate specified in paragraph 96, with such rate based on regular annual salary plus any allocated merit.

94. If the duties of a department chairperson are performed by an Oakland-approved acting chairperson who is appointed for a period of twelve consecutive months, the acting chairperson will be paid an additional amount at the same rate as specified for a chairperson in paragraph 92. The acting chairperson, if appointed for a period of less than twelve consecutive months,

shall be paid at one-half the rate specified for a chairperson in paragraph 92 for the term of the appointment. The chairperson shall not be paid in any of the above cases.

95. Salary for Coordinators. For any school with coordinators rather than chairpersons, plus the Library, Oakland will provide an annual amount equal to at least $170 times the number of full-time bargaining unit faculty members in that school. Oakland will distribute this amount at its discretion among any coordinators in the school as compensation for coordinating duties, based on Oakland's determination of how the full-time bargaining unit faculty members are apportioned among these coordinators. The determination of the number of full-time bargaining unit faculty members in each school will be made by Oakland in early September and will not be grievable. The above amount shall be increased to $180 in 1986-87, and $190 in 1987-88.

96. Spring and Summer Rate of Pay. A full-time non-visiting bargaining unit faculty member who teaches credit courses during a spring or summer term shall receive additional pay. For each section of four course credits assigned and taught, the pay will be nine and one-half percent (9.5%) of the minimum salary for level 79 shown in Appendix A plus eight and one-half percent (8.5%) of the bargaining unit faculty member's regular annual salary.

Minimum salary for level 79 and regular annual salary are those determined under this article for the academic year preceding such spring or summer term. Salary for sections that are assigned and taught for other than four course credit hours will be computed as the ratio of the actual number of course credit hours divided by four, times the amount computed above.

Bargaining unit faculty members teaching in the spring or summer terms shall perform related professional responsibilities. Whenever possible, courses in the spring or summer terms will be taught by bargaining unit faculty members.

97. Departments or schools that wish to schedule spring and summer teaching as part of regular teaching assignments rather than for extra salary may do so with the consultation and approval of the dean of the school or college and of the individual bargaining unit faculty member involved.

For persons teaching in-load in spring or summer, this Agreement shall be specially interpreted as follows:

a. The references to spring or summer terms in paragraphs 96 and 104 and in Item #7 of Appendix D, shall be replaced by "off-term."

b. The references to fall/winter and academic year in paragraphs 99 and 100 shall be adjusted to reflect the change in their regular service schedules.

c. Item #2 in Appendix D is considered such that the bargaining unit faculty member will be valued at 1.0 FTE for in-load scheduled teaching.

d. The tenure review schedule, if applicable, will apply as written.

98. No bargaining unit faculty member shall be required to teach more than one course per year in the evening.

99. Fall/Winter Off-Campus Overload Teaching. Any full-time bargaining unit faculty member teaching assigned off-campus credit courses in the fall or winter terms shall receive additional salary at a minimum rate of $350.00 per course credit hour taught except that fall/winter off-campus courses may be taught as part of the regular teaching assignment rather than for extra compensation with the approval of Oakland and the individual faculty member involved. This amount shall be increased to $375.00 per course credit hour, effective August 15, 1986, and $400 per course credit hour, effective August 15, 1987.

100. On-campus credit courses taught by bargaining unit faculty members during the academic year shall be taught as part of their regular assignment.

VISITING FACULTY

101. Paragraphs 102 through 104 apply only to visiting faculty.

102. A visiting faculty member upon first employment shall be assigned a salary which falls within the range of the rank held by the faculty member. The salary of any continuing visiting faculty member whose continuous service goes back further than the beginning of the previous winter semester shall be adjusted upward each August 15 by the following percentage:

August 15, 1985	5.6%
August 15, 1986	6.5%
August 15, 1987	7.2%

Oakland, at its sole discretion, may approve salary adjustments for visiting faculty members in excess of the above percentages.

103. In the case of the visiting faculty member who is employed immediately subsequent to his/her visiting term as a non-visiting full-time bargaining unit faculty member, Oakland shall assign an initial salary, provided, however, that such salary shall not be lower than his/her most recent visiting salary adjusted upward by the appropriate percentage listed in paragraph 102.

104. Spring and Summer Rate of Pay. A full-time visiting bargaining unit faculty member who teaches credit courses during a spring or summer term shall receive additional compensation on the same basis as a full-time non-visiting bargaining unit faculty member, as specified in paragraph 96.

Visiting bargaining unit faculty members teaching in the spring or summer terms shall perform related professional responsibilities.

SPECIAL LECTURERS

105. Bargaining unit faculty members employed as special lecturers shall be paid a minimum rate of $425.00 per scheduled course credit hour assigned

and taught, except that the minimum shall be $50.00 greater for any special lecturer who has been an Oakland faculty member for portions of the three immediately preceding academic years and who had been appointed as a special lecturer in at least four of these six academic year terms. The $425.00 figure above shall be changed to $450.00, effective August 15, 1986, and $475.00, effective August 15, 1987.

ARTICLE XII

DURATION OF SALARY

106. Nothing in this Agreement shall be construed to mean that full payment for all services rendered during any academic year will have been received by bargaining unit faculty members during any academic year. The parties agree that full-time bargaining unit faculty members are paid on a monthly basis for the duration of their appointments. The appointment periods for all full-time bargaining unit faculty members, except those made after the beginning of the academic year and those visiting appointments of less than one year, are twelve (12) months in length. Full-time bargaining unit faculty members may elect to receive their salary in nine monthly installments pursuant to Article XIII.

ARTICLE XIII

FACULTY SALARY PAYMENT OPTION

107. Any full-time bargaining unit faculty member, except chairpersons and those persons holding appointments in the Library, may, at his/her option, elect to receive his/her salary in nine monthly installments. Such option shall be exercised on a form provided by Oakland not later than August 15 of any academic year. Once this option has been elected, a bargaining unit faculty member shall continue to receive his/her salary each academic year in nine monthly installments unless he/she advises Oakland prior to August 15 of any subsequent year that he/she wishes to receive his/her salary on a monthly basis.

108. In the case of a bargaining unit faculty member exercising this option, his/her regular annual salary shall be divided into nine installments, the first of these installments to be payable on August 31, in an amount equal to 1/17 of the bargaining unit faculty member's annual salary, and the remaining eight installments to be paid on the last business day of the next eight consecutive months. Each such installment shall be in an amount equal to 2/17 of the bargaining unit faculty member's regular annual salary.

ARTICLE XIV

INSURANCES

109. Health Care Coverage. A bargaining unit faculty member shall have the right to enroll, either upon initial employment as a bargaining unit faculty member or during periodic open enrollment periods, for coverage under

Blue Cross/Blue Shield Comprehensive Hospital Care--Semi-Private and Blue-Shield MVF-1 preferred (medical services) with the following riders: D-45NM (hospital care), 6CP-D (Medicare complementary hospital coverge), CC-CLC (convalescent care), FAE-RC (physican charges for life-threatening emergency medical treatment), PPNB-I (pre- and post-natal care), ML (diagnostic laboratory and X-ray services), Reciprocity (agreement with other states to pay basic benefit claims), MMII (master medical, including prescriptions), DC (dependent coverage), SD (sponsored dependent), COB-3 (coordination of benefits), SAT-2 (substance abuse treatment), GPC-SAT-2 (substance abuse treatment Medicare complementary coverage), GLE-I (exclusion of experimental services), SOT and SOT-PE (specified organ transplant coverage), and retiree suffix. Effective January 1, 1986, a $2.00 co-pay prescription drug rider will be added and the master medical rider will no longer include prescription drugs.

For each enrolled full-time bargaining unit faculty member, Oakland agrees to a monthly benefit of the following:

		Type of Coverage	
Time Period	Single	Two-Party	Full-Family
August 15, 1985-June 30, 1986	$84.43	$194.14	$212.23
July 1, 1986-June 30, 1987	91.18	209.67	229.21
July 1, 1987-June 30, 1988	99.39	228.54	249.84
July 1, 1988-August 14, 1988	108.34	249.11	272.33

If the monthly cost of the health care plan described above exceeds the amount of contribution Oakland agrees to make, Oakland will deduct the additional cost through payroll deduction if authorized by the bargaining unit faculty member. Failure to make such authorization shall result in ineligibility to participate in the health care plan.

For each enrolled special lecturer, Oakland shall make a monthly contribution equal to one-half of the cost up to one-half of the maxima listed above. Oakland will deduct the additional cost through payroll deduction if authorized by the special lecturer. Failure to make such authorization shall result in ineligibility to participate in the health care plan.

A special lecturer who has been an Oakland University faculty member, bargaining unit faculty member or non-bargaining unit faculty member, for portions of three consecutive preceding years and who is not reappointed as a special lecturer the following term shall be eligible to maintain group health care coverage at his/her expense for a period of four months. In order to maintain coverage, the special lecturer must remit payment for premiums to the Staff Benefits Office prior to the first day of each month.

If a program of national health care coverage becomes available, Oakland shall be required to pay no more toward national health insurance and the health care coverage described under this Article than it has agreed to pay in this paragraph 109.

The Vision A80 optical rider will be added, effective January 1, 1988.

110. Health Maintenance Organization. Oakland and the Association may agree to participate in or disassociate from specific qualified Health Maintenance Organization (HMO) plans to be offered to bargaining unit faculty members and to eligible retired bargaining unit faculty members (paragraphs 130 and 138) as an alternative to the health care coverage provided under paragraph 109 above. Oakland's obligation to pay a premium contribution towards HMO coverage shall not exceed the maxima listed in paragraph 109 for the same category of coverage: single party coverage, two-party coverage, or full-family coverage. Further, such premium payment shall not be greater than the maximum cost of benefits available from the HMO to the bargaining unit faculty member and his/her family. Premium costs above amounts Oakland is required to make in paragraph 109 shall be handled in the manner described in paragraph 109.

Two HMO plans are currently offered as an option to the coverage provided in paragraph 109: Group Health Plan (GHP) (group contract number 1224, including rider DR110 prescription drug rider); and Health Alliance Plan (HAP) (group contract number 178, standard plan 3037-8-82, including riders 001 Young Adult Rider; 002 Sponsored Dependent Rider; 003 Senior Rider; and 009 Medicare Complementary Fill Rider; and, effective January 1, 1986, these additional riders: Prescription Drugs - $2.00 co-pay; Durable Medical Equipment, Prosthetic and Orthotic Devices, and Hearing Aids; Skilled Nursing Care -- in a convalescent facility; and No Extra Charge for 19-25 Year Old Dependents; also, effective, January 1, 1986, covered in-patient days for mental health shall be increased to 45 -- renewable after 60 days out.) Periodic open enrollment periods (not less than annually) shall be held to allow bargaining unit faculty members an opportunity to enter these plans. Information about plan benefits and open enrollment periods may be obtained from Oakland's Staff Benefits Office. Any bargaining unit faculty member enrolled in either GHP or HAP shall not concurrently be eligible for enrollment in the other or for benefits set forth in paragraph 109.

111. Dental Insurance. A full-time bargaining unit faculty member shall have the right to enroll upon initial employment as a bargaining unit faculty member for either single, two-party or full-family coverage under the Delta Dental Plan providing 100% of the cost of the diagnostic, preventative, and emergency palliative Class I benefits and 50% of the cost of the remaining Class I benefits and all Class II benefits. The maximum benefit per person per contract year shall be $800 with no deductible on any benefit. Effective November 1, 1986, the maximum contract benefit shall be increased to $1000 per person per total per contract year on Class I and II benefits and shall include radiographs at 100%. The plan shall provide for full coordination of benefits with other dental plans offered by Delta or any other carrier. Oakland shall make a monthly contribution up to the following maxima:

a. If single, two-party and full-family rates are used as the basis for premium charges, the monthly maxima shall be $14.77 for single coverage, $28.56 for two-party coverage, and $40.27 for full-family coverage.

b. If a composite rate is used as the basis for the premium charges, the monthly maximum shall be $33.73.

c. The monthly maxima stated in a and b above will be increased on the annual renewal dates as follows:

	Type of Coverage			Composite Rates
	Single	Two-Party	Full-Family	
As of November 1, 1986	$16.10	$31.13	$43.89	$36.77
As of November 1, 1987	17.55	33.93	47.84	40.08

The basis for monthly premium charges shall be determined by Oakland when premium increases or decreases are announced by the insurance carrier.

If the monthly cost of dental insurance described above exceeds the amount of contribution Oakland is required to make, the bargaining unit faculty member must sign an authorization card to deduct the additional cost through payroll deduction and Oakland shall effect the necessary deduction. If the composite rate is the basis for premium charges, deductions from participating bargaining unit faculty members shall be apportioned according to the type of coverage in this manner:

> The amount of the monthly premium payment to the carrier in excess of the amount Oakland is contractually obligated to pay (number of participants times the composite rate maximum) will be divided by one times the number of "single" participants plus two times the number of "two-party" participants plus three times the number of "full-family" participants. The resulting dollar amount will then be multiplied by one to determine the deduction for "single" participants, by two to determine the deduction for "two-party" participants, and by three to determine the deduction for "full-family" participants. Oakland will make these determinations at the time that the carrier increases the composite premium beyond the respective maximum and at six month intervals thereafter.

112. Life Insurance. Oakland shall provide each full-time bargaining unit faculty member with $42,000 of term life insurance. Bargaining unit faculty members must complete an enrollment card before coverage can be effective. Oakland will pay the full cost of such insurance.

113. For those bargaining unit faculty members enrolled in the insurance program described in paragraph 112, Oakland shall also make available optional additional life insurance benefits provided the bargaining unit faculty member enrolls within two months from the date of his/her original employment, or after furnishing evidence of insurability satisfactory to the insurance carrier. Premiums for such additional coverage shall be paid by the bargaining unit faculty member and such coverage shall be available in the following increments:

Schedule "A"	$10,000
Schedule "B"	$20,000
Schedule "C"	$30,000
Schedule "D"	$40,000

Premiums for such optional coverage shall be deducted from the bargaining unit faculty member's compensation.

114. Travel Accident Insurance. Oakland shall provide all full-time bargaining unit faculty members travel accident insurance coverage under the master policy of insurance underwritten by Mutual of Omaha, or equivalent coverage written by any company. All accident insurance coverage provided pursuant to this paragraph shall be in effect for full-time bargaining unit faculty members and cover them against all risks delineated in said master policy whether or not they are in the course of Oakland's business at the time of their insured loss. Oakland shall pay the full cost of such insurance.

115. Accidental Death and Dismemberment Insurance. Full-time bargaining unit faculty members may elect to purchase additional optional insurance coverage known as the Accidental Death and Dismemberment Insurance. All premiums for such additional insurance will be paid by the bargaining unit faculty member. Full-time bargaining unit faculty members wishing to purchase additional insurance must enroll for coverage within sixty (60) days of their employment date or during a scheduled open enrollment. Premiums for such additional coverage shall be deducted from the bargaining unit faculty member's compensation.

116. Professional Liability Insurance Coverage. Oakland shall provide a professional liability insurance program. Coverage shall consist of $1,000,000 arising out of any one occurrence because of personal injury or property damage or any combination thereof; to a maximum of $1,000,000 arising out of all occurrences during each policy year. Professional liability coverage does not include medical malpractice. Oakland shall pay the full cost of such insurance.

117. Long-Term Disability Plan. Oakland shall provide long-term disability insurance to all full-time bargaining unit faculty members through the Teachers Insurance and Annuity Association as set forth in Group Contract Number D-1500 or equivalent coverage underwritten by any other company. Subject to policy conditions, the benefit will be sixty percent (60%) of the bargaining unit faculty member's covered monthly salary, but not to exceed $3000.00 monthly and attendant retirement program coverage to the selected vendor (if enrolled). Policy conditions include an annual three percent (3%) inflation adjustment and reductions in benefits for Social Security disability payments and/or Worker's Compensation benefits. Bargaining unit faculty members must complete an enrollment card before coverage can be effective. Oakland shall pay the full cost of such coverage.

118. Availability of Faculty Benefit Information. Oakland shall make written descriptions of the benefit programs available to bargaining unit faculty members including: health care coverage, dental plan coverage, travel accident insurance, group life insurance, professional liability insurance, multiple option retirement plans, long-term disability insurance, and accidental death and dismemberment insurance. Oakland also provides coverage for Worker's Compensation, Unemployment Compensation and Social Security (FICA). Information about these programs may be obtained from the respective agencies.

119. Every new bargaining unit faculty member will receive a full set of written descriptions of applicable benefit programs, and continuing bargaining unit faculty members may secure any of the available descriptions at the Staff Benefits Office. Upon individual request, a written statement of benefit programs in which the bargaining unit faculty member is enrolled or for which the faculty member is eligible will be provided by the Staff Benefits Office.

120. Oakland shall provide the Association by October 20 of each year a list of eligible bargaining unit faculty members who have not enrolled in the following benefit programs: health care coverage, dental plan coverage, travel accident insurance, group life insurance, multiple option base and supplemental retirement plans, and long-term disability insurance.

ARTICLE XV

ENROLLMENT IN COURSES

121. Faculty Retraining. A full-time bargaining unit faculty member shall be permitted to enroll in any Oakland credit courses. For each such enrollment in a given section, the maximum enrollment for that section shall be increased by one, except where equipment limitations prohibit such adjustment. In no case shall such enrollments displace other students. No tuition shall be charged for such enrollment, but usual fees shall be charged. A special lecturer who has been an Oakland faculty member for portions of the three immediately preceding academic years and who was appointed as a special lecturer in at least four of the six academic year terms shall be eligible for the same benefit up to the greater of four credit hours or one course during the current appointment term. Any credit hours generated by such enrollments under the provisions of this paragraph shall be excluded from the calculations in Appendix D.

122. Tuition Waiver. The spouse of any full-time bargaining unit faculty member, and/or dependent children less than 25 years of age, if admitted to the University through its normal procedures, shall be permitted to enroll in any credit courses. For each such enrollment in a given section, the maximum enrollment for that section shall be increased by one, except where equipment limitations prohibit such adjustment. In no case shall such enrollments displace other students. This paragraph shall also apply to:

a. the spouse and/or dependent children less than 25 years of age of a deceased or disabled full-time non-visiting bargaining unit faculty member, if the bargaining unit faculty member died or was disabled while employed as a full-time bargaining unit faculty member at Oakland, and

b. any dependent child less than 25 years of age of a retired bargaining unit faculty member if such child was enrolled and attending classes in the academic year term immediately preceding the retirement date of the faculty member. The tuition waiver for the dependent child shall be available for five years from the date of retirement, until the completion of the degree for which the child was enrolled, or until the child reaches 25 years of age, whichever first occurs.

No tuition shall be charged for any enrollments under this paragraph, but usual fees shall be charged. Any credit hours generated by such enrollments shall be excluded from the calculations in Appendix D.

ARTICLE XVI

RETIREMENT

123. Multiple Option Retirement Program. Oakland shall offer a Multiple Option Retirement Program for all full-time bargaining unit faculty members. Oakland shall contribute, over and above all other compensation, an amount equal to fifteen percent of the salary paid to each participating bargaining unit faculty member (except as identified in paragraph 123.a.1 below) under the provision of paragraphs 74-95; and shall pay contributions to the Multiple Option Retirement Program as provided in paragraph 145.

a. Oakland shall contribute to the Multiple Option Retirement Program as follows:

(1) For each participating non-visiting bargaining unit faculty member who was hired without tenure or job security: until such person has attained two years of full-time service and has been approved by Oakland for continued employment subsequent to the initial term of hire, Oakland shall contribute to said plan, over and above all other compensation, an amount equal to thirteen percent of the salary paid to each bargaining unit faculty member under the provisions of paragraphs 74-95; and shall pay contributions as provided in paragraph 145. The bargaining unit faculty member will contribute two percent of said salary.

(2) For other participating non-visiting bargaining unit faculty members: Oakland shall contribute to said plan, over and above all other compensation, an amount equal to 15% of the salary paid to each bargaining unit faculty member under the provisions of paragraphs 74-95; and shall pay contributions as provided in paragraph 145. The bargaining unit faculty member will not be required to make a contribution to this program.

(3) Visiting bargaining unit faculty members shall be eligible for participation in the program described in 123.a(2) above after two full years of service as a visiting faculty member. Oakland may waive all or part of the service requirement.

b. Three tax-deferred retirement plans are available: TIAA-CREF; Fidelity; and Equitable. Information regarding these plans is available from the Staff Benefits Office. Oakland and the Association may mutually agree to add other plans or to disassociate from any of the above-named plans.

124. Supplemental Retirement Plans. Oakland shall provide all bargaining unit faculty members the option of investing, at their expense, in

supplemental retirement tax-deferred vehicles as identified in paragraph 123.b above, subject to conditions established by the respective companies.

125. Mandatory Retirement. All bargaining unit faculty appointments shall terminate upon attainment of age 70, except that when age 70 is reached during a fall or winter term, termination shall occur at the end of that term.

126. For the purposes of this Agreement, a retired bargaining unit faculty member is defined as a bargaining unit faculty member who is at least 58 years old, has at least 15 years of continuous full-time service at Oakland University, and has terminated active employment either because he/she reached the mandatory retirement age of paragraph 125 or because he/she retired under the early retirement provisions of paragraphs 128 through 134, or because he/she retired prior to age 70 without retiring under the provisions of paragraphs 128 through 134. Periods of unpaid leave shall not be included in establishing years of service, but unpaid leaves do not constitute a break in service.

127. Employment after Retirement or after Age 70. Notwithstanding paragraph 125, to meet special needs Oakland may re-employ a retired bargaining unit faculty member at any age or employ as a faculty member a person who has attained age 70. If such employment would cause the faculty member to be represented by the Association, the terms and conditions of such employment of such a person must have the approval of the faculty member, the Association, and Oakland. None of the provisions of Article XIV shall be applicable to such employment unless specifically agreed upon by the parties.

128. Voluntary Early Retirement Option. Full-time non-visiting bargaining unit faculty members who have attained the minimum levels of age and service specified in paragraph 126 may elect to participate in the Voluntary Early Retirement Option (VERO) prior to age 70. Persons on the long term disability leave or on layoff are not eligible to participate in this program.

129. VERO Payment. Bargaining unit faculty members retiring under the VERO shall be entitled to receive a total VERO payment equal to $55,000 times the age adjustment factor noted below:

Age at Retirement	Age Adjustment Factor
58	.80
59	.90
60	1.00
61	.90
62	.80
63	.60
64	.50
65	.40
66	.25
67	.10
68	.05
69	.05

Individuals who reach agreement with Oakland prior to August 1, 1986, to retire under VERO, may, at their option, elect the terms and conditions of Appendix G of the 1983-85 Faculty Agreement rather than the provisions of this article.

130. For those faculty members retiring under the provisions of paragraph 129, Oakland shall continue to make a monthly contribution toward the health care coverages of paragraphs 109 or 110 until the retiree attains the age of 65. This contribution by Oakland shall be subject to the limitations of paragraph 109, except that the maximum contribution by Oakland for retirees shall be for two-party coverage. If the monthly cost of the health care coverage for which the VERO retiree is enrolled exceeds the amount of Oakland's contribution, the retiree must remit payment for the additional cost to the Staff Benefits Office prior to the first day of each month in order to maintain coverage.

131. Oakland shall announce by September 10 of each year the maximum number of retirements permitted under paragraph 129 for the following August 15 and the December 31 succeeding that August 15 date. The number shall be at least 9 in 1986, 8 in 1987, and 8 in 1988. At its sole discretion, Oakland may increase the maximum number during any given year.

132. Applications for retirement under VERO are due November 1. If the number of applications exceeds the number of retirements allowed in a given year under VERO, years of service at Oakland, as defined in paragraph 126, shall determine who shall be approved for early retirement. Oakland shall inform all applicants by December 15 of approval or denial of applications for retirement under VERO.

133. Faculty members denied the opportunity to participate in VERO due to the restrictions of paragraph 131 shall, if they apply for VERO in the subsequent year, be given first priority for the allowed retirements in that year, regardless of years of service.

134. Reduced Work Schedule Prior to Retirement. With the approval of Oakland, a full-time non-visiting bargaining unit faculty member who will have attained the age of 58 may undertake a reduced work schedule for a period not to exceed three academic years, following the completion of which the bargaining unit faculty member shall retire under the provisions of this article. The reduction in work schedule shall not exceed 50%, and the bargaining unit faculty member shall be entitled to receive that fraction of his/her regular annual salary represented by his/her work schedule. The reduced work schedule is subject to the approval of Oakland. None of the provisions of Article XIV except paragraph 109 shall be applicable during the period of the reduced work schedule unless specifically agreed upon by Oakland and the bargaining unit faculty member.

135. The date of retirement for all participants in the VERO shall be August 15 or December 31, as specified in the bargaining unit faculty member's application for VERO or upon the completion of the reduced work schedule, at which date employment ceases. Those bargaining unit faculty members approved for December 31 retirement shall be placed on the nine-month pay option for their final semester of employment.

136. VERO payments shall be made in the month of VERO retirement and anniversaries thereof. The total VERO payment shall be divided and paid in three equal annual installments unless other payment arrangements are agreed upon by Oakland and the retiring faculty member. In the event of the death of the retired bargaining unit faculty member before all scheduled VERO payments have been made, the remaining VERO payments shall be made to the retired bargaining unit faculty member's estate. These VERO payments are not salary for the purposes of paragraph 123.

137. Privileges and Benefits for Retired Bargaining Unit Faculty Members. A retired bargaining unit faculty member shall be entitled to receive the following items to the extent accorded full-time non-visiting bargaining unit faculty members: use of recreational facilities, faculty discounts, and use of the Graham Health Center. Library privileges shall be extended under terms and conditions to be established by Oakland. In addition, limited tuition waiver benefits are available for certain dependents of retirees, under the provisions of paragraph 122.

138. Retired bargaining unit faculty members shall be entitled to participate in the health care coverages in paragraphs 109 or 110. Except as provided in paragraph 130, such participation shall be entirely at his/her own expense, and with the understanding that--subject to federal regulations--when and if the retiree (and/or spouse) becomes eligible for coverage through medicare, coverage through the aforereferenced group medical insurance programs would be available solely as a supplement to medicare.

ARTICLE XVII

FACULTY TRAVEL

139. Upon application by a full-time bargaining unit faculty member, Oakland may, as it shall in its sole discretion determine, elect to reimburse a full-time bargaining unit faculty member for those expenses incurred in attending professional or scholarly meetings. If an application is denied, Oakland shall state its reason for denial to the bargaining unit faculty member.

140. In the event Oakland elects to reimburse a bargaining unit faculty member for expenses incurred in attending professional or scholarly meetings, such reimbursement shall be according to the following schedule:

a. Transportation Expense. Actual transportation expenses may be paid up to a maximum of $450 per trip or the round-trip coach air fare for travel between Detroit and the commercial airport that is nearest to the site of the professional or scholarly meeting, whichever is less. Additional reimbursement for transportation and registration fees may be provided if approved in advance by Oakland.

b. Room, Board and Related Expenses. If a bargaining unit faculty member attends a professional or scholarly meeting for the purpose of serving as an official of the meeting or for making a formal presentation to the meeting, the faculty member shall be reimbursed for expenses incurred for meals and other incidental related expenses up to a maximum of $35 per 24-hour period. Up to an additional $50 reimbursement per 24-hour period will be provided for lodging upon presentation of appropriate proof of expenditure.

c. Maximum Reimbursement Guidelines. Oakland may promulgate guidelines that may include indications of maximum reimbursements for any single trip and maximum reimbursements to any bargaining unit faculty member during the fiscal year, for the purpose of distributing available travel funds over a broad range of worthwhile travel. Such guidelines, if promulgated, shall be advisory only, and shall not be inconsistent with the terms of this Agreement.

If reimbursement for travel under this Article is partly paid from grant or contract funds, the reimbursement rates charged to the grant or contract shall be according to this Article.

d. Private Automobile. A bargaining unit faculty member may use a private automobile for travel. Oakland shall reimburse the faculty member for such use at the prevailing university rate. In no case shall reimbursement for mileage exceed the reimbursement that would alternatively have been provided under paragraph 140a. above.

e. Administrative Procedures. Oakland may establish such procedures as it determines to be necessary to process applications for reimbursement by its bargaining unit faculty members. Such procedures shall not be inconsistent with the terms of this Agreement.

141. Travel on University Business. A bargaining unit faculty member may be requested by Oakland to travel on University business as part of his/her regular assignment or as an additional obligation. A bargaining unit faculty member shall be reimbursed for such travel in accordance with Oakland's provisions for reimbursing administrative travel.

142. Oakland agrees that a minimum of $87,500 will be available for reimbursement of paragraph 140, Travel Expenses, approved by Oakland hereunder during the 1985-86 fiscal year, $95,000 during the 1986-87 fiscal year, and $102,500 during the 1987-88 fiscal year. Oakland agrees that if sufficient applications are submitted consistent with these provisions, the entire amount shall be expended.

ARTICLE XVIII

LEAVES WITH PAY

143. Oakland shall make available leaves with pay to full-time non-visiting faculty. Leaves with pay are intended for the mutual benefit of

Oakland (and its schools, departments, and programs) and the bargaining unit faculty member granted such leave. A leave with pay may be granted if there is reasonable expectation that it might result in:

a. The scholarly enrichment and increased professional competence of the bargaining unit faculty member.

b. Increased value of the bargaining unit faculty member to Oakland.

c. The enhancement of Oakland's reputation in the academic community.

144. Three types of leaves with pay shall be available:

a. Sabbatical leaves.

b. Research leaves.

c. Retraining leaves.

145. Financial Conditions. If a bargaining unit faculty member is on a full-year leave at half pay or on a half-year leave at half pay, Oakland's contribution to the Multiple Option Retirement Program on behalf of the eligible bargaining unit faculty member shall continue as if the faculty member were not on leave. However, Oakland's contribution will be limited to the maximum employer pension contribution that is non-taxable, permitted by applicable Federal tax regulations.

146. Oakland shall continue all other contributions to fringe benefits provided in Article XIV, Insurances, during the leave period regardless of duration or rate of pay.

147. A bargaining unit faculty member on leave with pay is permitted to receive money from grant, contract, or other external sources for approved study or research without prejudice to his/her receipt of income from Oakland, provided that the total remuneration from all sources does not exceed his/her remuneration from Oakland for a comparable period.

148. A bargaining unit faculty member on paid leave shall be automatically entitled to any general compensation increase and any increase in the benefit program that shall be granted to the bargaining unit.

149. A bargaining unit faculty member on paid leave shall be subject to the Layoff and Recall procedures in Article VIII.

150. Faculty members on paid leave shall be eligible for reimbursement of travel expenses incurred in attending professional or scholarly meetings in accordance with the provisions of Article XVII.

151. Department Staff Adjustments. The absence of a bargaining unit faculty member normally entails disruption of the teaching or research pattern. Such disruption will be taken into account by Oakland when

considering applications for leave with pay for a bargaining unit faculty member.

152. If a leave with pay is granted at less than full pay, Oakland may authorize the appointment of a replacement. A decision to deny a particular request for replacement of a bargaining unit faculty member on leave shall not be subject to the grievance procedures established in this Agreement. In the event Oakland determines not to replace the bargaining unit faculty member, internal adjustments shall be made.

153. If a leave with full pay is granted, internal adjustments will be made without replacement.

154. Sabbatical Leave. Sabbatical leave may cover a wide range of professional activities, including but not limited to research, the study of teaching methods, and the study of cognate disciplines.

155. Three types of sabbatical leave shall be made available to full-time non-visiting faculty members:

a. A half-year sabbatical leave at half pay for the period of the leave, after three years of service (i.e., resulting in 75% of annual salary for the year).

b. A half-year sabbatical leave at full pay after six years of service.

c. A full-year sabbatical leave at half-pay after six years of service.

156. Sabbatical Leave: Eligibility and Definitions of Service.

a. Sabbatical leaves are available only to full-time non-visiting faculty members.

b. Service shall be interpreted to include those activities of interest to and supported by Oakland regardless of the sources of financial support.

c. Years of service, including years as a visitor at Oakland, shall be computed from the initial date of full-time appointment or from the termination date of the previous sabbatical leave except as provided in subparagraph 156f and subparagraph 176g. All leaves of absence shall be excluded in determining years of service, except as otherwise determined by Oakland.

d. A recipient of a sabbatical leave is obligated to return to Oakland for the two regular semesters following his/her leave.

e. A bargaining unit faculty member without tenure or job security shall not be granted a sabbatical leave if Oakland's employment decision as of the time of the application for the sabbatical does not permit compliance with paragraph 156d. This subparagraph (e) may be waived at Oakland's sole discretion.

f. A bargaining unit faculty member who postpones a sabbatical leave in compliance with paragraph 156e. above may credit service during the postponement period toward the bargaining unit faculty member's next following sabbatical leave. If the next following sabbatical leave is authorized under the provisions of paragraph 155a., a maximum of one-half year may be credited. Otherwise a maximum of one year may be credited.

g. A bargaining unit faculty member who fails to apply for a sabbatical leave when he/she is eligible to apply, or who postpones a sabbatical leave not in compliance with subparagraph 156e. above, may not credit any service during the ensuing period toward his/her next following sabbatical leave except as provided in subparagraph 156h. below.

h. If a bargaining unit faculty member is requested by Oakland or by his/her department chairperson with Oakland's concurrence to postpone a sabbatical leave granted under paragraph 155 until the next academic year, the year of service during which the postponement occurred may be credited towards the bargaining unit faculty member's subsequent sabbatical leave. Only one such year of postponement may be so credited toward any one sabbatical leave.

i. Years of service shall not accrue during layoff. If a bargaining unit faculty member receives payments pursuant to paragraph 61 for years of service since the last sabbatical, such service shall not count toward eligibility for sabbatical leave after such faculty member's recall from layoff.

157. Sabbatical Leave: Criteria. Although a simple accumulation of service does not guarantee the granting of a sabbatical leave, Oakland (and its schools, departments, and programs) shall make every effort to accommodate a qualified bargaining unit faculty member's application for a sabbatical leave if the application meets the policy objectives stated in paragraph 143. No sabbatical leave will be granted for the purpose of teaching at another institution, unless such teaching is an integral part of a research project; nor will a leave be granted for travel for reasons unrelated to the future development of the professional skills necessary for fulfillment of the bargaining unit faculty member's work obligations and professional obligations required by this Agreement.

158. The leave proposal will be judged by the chairperson of the applicant's department (who may be advised by a departmental committee charged with this responsibility) and/or by the dean of the appropriate school or college (who may be advised by a faculty committee charged with this responsibility). Judgments involving scholarly criteria shall not be grievable.

159. Sabbatical Leave: Procedures for Application and Report.

a. An application for sabbatical leave is initiated by an eligible bargaining unit faculty member. The application must be filed with the department chairperson, or in those academic units without chairpersons, the dean, at least six months before the commencement of the proposed leave. A detailed and precise written statement of the purpose of the leave and the nature of the professional activity proposed should accompany the application.

b. The application and the chairperson's recommendation shall be forwarded to the appropriate dean.

c. The applicant shall receive written notification of Oakland's decision at least four months prior to the commencement of the proposed leave. A bargaining unit faculty member may withdraw, without prejudice, his/her application for sabbatical leave at any time prior to Oakland's decision with the approval of his/her department chairperson. Once Oakland has approved a sabbatical application, the bargaining unit faculty member may withdraw his/her application only with the approval of Oakland.

d. If an application is rejected, the bargaining unit faculty member shall receive notification in writing from Oakland of the reasons for rejection.

e. At the completion of the sabbatical leave, the bargaining unit faculty member shall submit to Oakland by the end of the first semester after return from leave a written report summarizing his/her activities during the time of the leave and their relationship to the written statement submitted under paragraph 159a.

160. Research Leaves and Fellowships. There shall be available a limited number of research leaves and fellowships. At the discretion of the University Research Committee, such leaves will be available as full-year and half-year leaves, both with full pay. The research fellowships will be funded at a level specified by the University Research Committee up to a maximum to be determined by Oakland. Application for these leaves and fellowships may be made at any time in a bargaining unit faculty member's employment with Oakland. The Committee will establish a system of applications for research leaves and fellowships, will referee proposals, and will monitor leave and fellowship activity. Research leaves and fellowships are intended to support the accomplishment of specific scholarly or scientific projects, and they will be granted on the basis of the judgment by qualified scholars in the discipline of the applicant as to the value of the proposal and the likelihood of its completion.

161. In the event that the University Research Committee elects to recommend no research leave in any given year, Oakland will not be obligated to grant any research leaves.

162. In the event that the Committee recommends any such leaves, then Oakland will be obligated to grant at least one such leave, although Oakland shall not be obligated to grant any particular leave and a decision denying any particular leave shall not be subject to the grievance procedure established hereunder.

In the event that the Committee recommends one or more such leaves and Oakland determines that no leaves may be granted within the given academic year, then at least one such leave shall be granted but deferred to the subsequent academic year. Such a deferred leave shall be treated as if taken in the year for which it was approved by the University Research Committee and shall not affect Oakland's obligations with regard to leaves for any other than the year for which said deferred leave was originally approved by the Committee.

163. Retraining Leaves. In order to meet future staffing needs and to utilize existing faculty resources more effectively, Oakland shall make available a limited number of retraining leaves, either one-half year or full year, with full pay. Such leaves are limited to full-time non-visiting bargaining unit faculty members. A faculty member granted such leave shall be required to return to Oakland for two regular semesters following the leave.

164. Joint Committee on Faculty Retraining. There shall be a Joint Committee on Faculty Retraining consisting of six members, three appointed by the Association and three appointed by Oakland. Subject to the approval of Oakland, the committee shall publish guidelines for faculty retraining leaves. The committee shall review leave applications and make recommendations to Oakland.

165. To be considered for a retraining leave, a faculty member shall submit an application to the Joint Committee on Faculty Retraining, along with a recommendation from the department chairperson and/or dean. The Committee shall make its recommendation on approval of such applications to Oakland. In accepting or rejecting a leave application, Oakland may base its decision, in whole or in part, on its current or projected staffing needs. The retraining leave application should be specific with respect to previous retraining activity, courses to be completed at Oakland or another institution, and possible transfer of primary appointment.

166. Absence. There are two kinds of absence described in this paragraph:

a. Bargaining unit faculty members who are excused from their teaching responsibilities for short periods of time in order to attend professional or scholarly meetings, or for any other reasons recommended by their chairperson, if any, and approved by Oakland.

b. Bargaining unit faculty members who are not on layoff status and who are unable to work because of illness, injury, or disability due to pregnancy or childbirth.

Bargaining unit faculty members who are not on layoff status and who are unable to work because of illness, injury, or disability due to pregnancy or childbirth shall promptly notify Oakland. Oakland shall, upon receipt of such notice, continue to provide compensation under this Agreement to any full-time bargaining unit faculty member unable to work due to illness, injury, or disability due to pregnancy or childbirth, for periods as specified below provided that if said bargaining unit faculty member is receiving disability insurance or worker's compensation benefits during any such period of absence, Oakland shall pay the difference between any such benefits and his/her regular compensation.

> Full-time non-visiting faculty: a period not to exceed six months. Visiting faculty: Up to seven days total during a fall or winter term, with a maximum accumulation of twenty-one days.

At Oakland's request, a bargaining unit faculty member shall provide Oakland with a statement from a licensed physician regarding the nature and severity of the bargaining unit faculty member's illness and a prognosis of the date upon which the bargaining unit faculty member may be expected to return to work. Additionally, the university may require that the bargaining unit faculty member submit to an examination at Oakland's cost by a physician chosen by Oakland. The bargaining unit faculty member shall have the right to appeal the findings of this examination by submitting findings from a physician of his/her choice at his/her expense. If there is a conflict between the findings of the two (2) physicians, the bargaining unit faculty member shall have the right to request an examination at Henry Ford Hospital or William Beaumont Hospital (Troy), the costs of such examination to be shared equally by the bargaining unit faculty member and Oakland. The results of this examination shall be binding upon the bargaining unit faculty member, the Association, and Oakland.

The custom of collegiality, the practice of a colleague teaching in the place of an absent bargaining unit faculty member, shall not affect the right of any bargaining unit faculty member to benefits associated with absence described in subparagraph b. above.

167. Leaves with Pay: Miscellaneous Provisions. Bargaining unit faculty members who are granted a paid leave pursuant to this Article XVIII will be entitled to the continuation of employment conditions provided in paragraph 206, Employee Conditions. Bargaining unit faculty members who wish to have the availability of an office, suitably equipped for their use while on paid leave, may request the use of such an office at the same time they make their application for the paid leave pursuant to the provisions of this Article XVIII. The determination as to whether or not the bargaining unit faculty member will receive an office and the extent to which that office will be equipped shall be made through the same process that determines whether or not the bargaining unit faculty member will be granted his/her requested leave. The use of an office shall be granted if it is consistent with the purpose of the leave.

ARTICLE XIX

UNPAID LEAVE

168. Leave of Absence. Leave of Absence shall be granted to any full-time non-visiting bargaining unit faculty member upon the recommendation of his/her department chairperson, if any, and upon approval by Oakland. The bargaining unit faculty member shall receive no compensation from Oakland during the period of his/her leave except for part-time unpaid leaves as provided in paragraph 176. Such leaves may be used for a variety of purposes, including, but not limited to, such things as child care, professional development activities, or special professional opportunities of limited duration.

169. Period. Leave of absence may be granted for either (a) a twelve-month period commencing on August 15th of the year in which it was requested, or (b) the fall or winter semester (depending on the bargaining unit faculty member's request) of the year for which it was requested. A bargaining unit faculty member electing a leave under paragraph 169b. shall receive one-half of the yearly compensation provided under Article XI. Where exceptional circumstances require, a bargaining unit faculty member may request, through appropriate channels, special unpaid leave for a period longer than twelve months or shorter than a semester. Oakland shall notify the Association, once every quarter, of approval of all unpaid leaves of absence.

170. Duration. A bargaining unit faculty member's continuous leave of absence shall not exceed twelve months except as provided for in paragraph 169. A bargaining unit faculty member must return to the paid employ of Oakland for a period of one academic year following the twelfth month of his/her leave of absence before he/she may be granted any further leave, unless special circumstances warrant as in paragraph 169. Exceptions to this provision shall be made only with the concurrence of the department chairperson, if any, and Oakland.

171. Application.

a. Application for a leave of absence is initiated by the full-time non-visiting bargaining unit faculty member wishing such a leave. A written request shall be submitted by the bargaining unit faculty member to his/her department chairperson (or dean in schools without chairpersons) at least six months before the beginning of the requested leave.

b. If approved by the chairperson (or dean), the request shall be forwarded through the appropriate channels for action.

c. The applicant shall receive written notification of Oakland's decision on the granting of leave four months prior to the commencement of the proposed leave. A bargaining unit faculty member may withdraw, without prejudice, his/her application for a leave at any time prior to Oakland's decision. Once Oakland has approved a leave, the bargaining unit faculty member may withdraw his/her application only with the approval of Oakland.

d. If an application is rejected, the bargaining unit faculty member shall receive from his/her chairperson or from Oakland (whichever is applicable) notification in writing of the reasons for rejection.

e. If an unpaid leave is granted, Oakland may approve the temporary replacement of the bargaining unit faculty member.

172. Contributions by Oakland. During any leave of absence, Oakland's contributions to a bargaining unit faculty member's retirement program or other benefit programs are suspended, but the bargaining unit faculty member may continue his/her contributions voluntarily if he/she so desires (except that he/she may not continue participation in the dental insurance program).

173. Re-employment. Unless Oakland and the bargaining unit faculty member agree otherwise as provided in paragraph 38f, the following provisions apply in counting leaves of absence in the review schedule. A leave of absence for less than one year shall count as part of the probationary period. A leave of absence for one year shall not count as part of the probationary period except that a non-tenured bargaining unit faculty member, prior to taking a leave of absence for one year, may elect, by notifying Oakland in writing, to have the leave period count as part of the probationary period. A bargaining unit faculty member on unpaid leave shall be subject to the Layoff and Recall provisions of Article VIII.

174. Request for Extension. All requests for extension of any leave of absence must be made in writing to the bargaining unit faculty member's department chairperson, if any, and the appropriate dean no later than six months prior to the end of his/her leave. Extensions shall be granted upon approval by the department chairperson, if any, and Oakland.

175. Failure to Return. All bargaining unit faculty members who take any leave described in this Article XIX shall continue to be deemed bargaining unit faculty members of Oakland, and shall be entitled to return to their previous employment upon expiration of their leave except as modified by the Layoff and Recall provisions of Article VIII. If a bargaining unit faculty member fails to return to paid employment with Oakland for the regular semester immediately following the expiration of his/her leave of absence, he/she shall be deemed to have voluntarily resigned his/her position. However, this assumption of voluntary resignation will not apply if the bargaining unit faculty member is unable to return to work because of illness, injury, or disability due to pregnancy or childbirth.

176. An instructor or assistant professor in the School of Nursing may apply for a part-time leave of absence for the purpose of participating as a matriculated student in a program leading to a doctoral degree in nursing or in a related field. Oakland may approve or deny such leaves. The following conditions, procedures, and limitations shall apply:

a. A leave shall involve at least thirty percent and no more than eighty percent released time.

b. A leave shall be either for a one-half year period or for a one-year period.

c. Oakland shall, before approving such leave, specify in writing the duties that will be performed during the leave period and the percent of released time agreed to. The duties specified shall be consistent with the percent of released time agreed to.

d. The salary of an instructor or assistant professor in Nursing who takes a part-time leave shall be reduced by the same percentage as the percent released time involved. Salary related fringe benefits will be based on the reduced salary.

e. The employment terms of an instructor or assistant professor in Nursing who takes a part-time leave shall be adjusted as specified in subparagraph 38a.(2) or 38b.(11).

f. The sum of the half-year leave periods plus twice the sum of the year-leave periods granted to a bargaining unit faculty member may not exceed six.

g. Service accumulation toward sabbatical leave eligibility during the period of a leave under this paragraph shall be reduced by the percent released time involved.

177. Special Partial Leaves. Oakland may grant partial leaves without pay to bargaining unit faculty members with tenure or job security. Prior to granting such leaves, Oakland shall consult with the respective department and/or school. A leave shall not exceed 50% time, and the term shall be no longer than two years. Partial leaves may be renewable. A faculty member on a partial leave may continue all benefits set forth in Article XIV in which he/she was previously enrolled, so long as the faculty member shall pay a prorated premium through payroll deduction for benefits that are based on a percent of salary. Failure to make such payroll deduction authorization shall result in ineligibility to continue in such programs. Other specific arrangements regarding fringe benefits may be agreed upon by Oakland and the faculty member, provided that no increased costs shall be incurred by Oakland. For purposes of retirement eligibility and accruing sabbatical eligibility, years of service during such leaves shall be prorated, based on percent of time worked.

178. Permanent Reduction in Workload. A bargaining unit faculty member with tenure or job security may request a permanent reduction in workload, with prorated reduction in the salary to be paid. Oakland, after consulting with the respective department and/or school, may grant such a request. Appropriate work arrangements are to be determined by Oakland and the faculty member prior to the granting of the request. Once granted a reduction in workload, a faculty member shall have no right to return to full-time status or to change the percent of time worked, unless Oakland specifically agrees to a change in the workload. A faculty member on such permanent reduction in workload shall be eligible for only those benefits, including participation in retirement options, agreed to by Oakland and the faculty member at the time the reduction in workload is approved. Years of service for sabbatical eligibility purposes shall not accrue during the period of reduced workload.

ARTICLE XX

ACADEMIC LIBRARIANS

179. Full-time non-visiting librarians shall be obligated to work the following periods: the fall semester (first day of fall registration through the last day of the fall examination period), the winter semester (first day of winter registration through the last day of the winter examination period), and the spring or the summer term (first day of registration in either term through the last day of the examination period). If Oakland determines that it is necessary for a full-time non-visiting librarian to work during both the spring and summer terms, the librarian shall not be required to work during the equivalent period of one of those terms in either the following fall or winter semesters at a time mutually acceptable to the librarian and Oakland.

180. Librarians may be scheduled by Oakland to work on holidays or recesses that are normally non-working days; in such cases equivalent compensatory time off shall be granted.

ARTICLE XXI

WORK OR BUSINESS INTERRUPTION

181. During the period of this Agreement, the Association will not cause or permit its members, nor will encourage, cause, or sanction other members of the bargaining unit, to take part in any strike, work stoppage, work interruption, or other activity which would violate Act 336 of Public Acts of 1947, as amended. Oakland will not engage in any lockout during the period of this Agreement.

ARTICLE XXII

GRIEVANCE PROCEDURE

182. Scope. Except as otherwise specifically provided for herein, any grievance the Association, a bargaining unit faculty member, or a group of bargaining unit faculty members other than the Association, may have in relation to his/her or their employment at Oakland, arising from the application or interpretation of this Agreement, will be adjusted as stated in this Article XXII. Any individual bargaining unit faculty member or group of bargaining unit faculty members other than the Association at any time may present grievances to Oakland and have the grievance adjusted without intervention of the Association if the adjustment is not inconsistent with the terms of this Agreement and the Association has been given an opportunity to participate in such adjustment.

183. Construction. Nothing in this Article XXII will prevent informal adjustment of any grievance and the parties intend that, so far as reasonably possible, every grievance will be resolved between the bargaining unit faculty member and the dean or director or other representative of Oakland immediately involved. Steps One and Two of the grievance procedure, as set forth in paragraphs 185 through 186 of this Agreement, shall be pursued to completion

before any application for arbitration may be made under paragraph 187 unless the parties enter into a written waiver of those steps and agree to proceed directly to arbitration. In computing any time limit specified under this Article XXII, Saturdays, Sundays, and Holidays will be excluded.

184. Initiation. A bargaining unit faculty member, including any person who was a bargaining unit faculty member during any time covered by this Agreement, a group of bargaining unit faculty members, or the Association may initiate a grievance by serving written notice of it on Oakland's designated representative within thirty (30) days after the grievance arises. Such notice shall concisely state the facts upon which the grievance is based, the paragraph(s) of this Agreement that is (are) alleged to be violated, and shall specify the relief and remedy sought.

185. Step One. Oakland shall designate a representative to discuss the grievance with the grieving party. The representative shall schedule a Step One meeting and notify the Association of the time and place of the meeting. The Step One discussion, unless extended by written agreement for a specified period, will be completed within seven (7) days after the grievance is filed. Within five (5) days after the Step One meeting, the designated representative shall provide the Association with a written answer to the grievance.

186. Step Two. If the answer at Step One is not satisfactory to the Association, it shall request within five (5) days of receipt of the answer at Step One that the grievance be heard by a designated representative of the Vice President for Academic Affairs. Such request shall specify any paragraphs of the Agreement that the Association believes have been violated that are additional to those specified in the notice of grievance. Oakland shall schedule a hearing on the grievance within five (5) days after receipt of notice. This discussion may, by written agreement of the parties, be continued from time to time. Oakland shall provide a written answer to said grievance within five (5) days after such hearing, or the last day of the hearing if the hearing is extended.

187. Arbitration Initiation. If the answer to the grievance at Step Two is not satisfactory, the Association, within thirty (30) days of its receipt, may notify Oakland that it desires to proceed to Arbitration. Upon receipt of said notice, the parties shall confer and attempt to mutually select an Arbitrator. If no such agreement is reached within ten (10) days, the Association shall institute the procedures of the American Arbitration Association for the selection of an Arbitrator. If Oakland agrees, the Association may substitute the procedures of the Federal Mediation and Conciliation Service for those of the American Arbitration Association.

188. Arbitrator's Decision and Compensation. The Arbitrator will render his/her decision in writing within thirty (30) days (or such additional time as the parties may by writing agree) after any grievance has been submitted to him, and his/her decision, when so rendered as required by law, will be final and binding on the parties, and may be enforced in any court of competent jurisdiction. The parties will bear their own expenses individually and share the Arbitrator's fee and expenses equally.

189. Limitation of Arbitrator's Authority. The Arbitrator will have no authority to (a) add to, subtract from, or in any way modify this Agreement, (b) interpret any policy, practice, or rule that does not relate to wages, hours or conditions of employment, (c) formulate or add any policy or rule, and (d) substitute his/her judgment for academic judgment in the establishment of the classification or change in classification of any bargaining unit faculty member. The Arbitrator shall not have jurisdiction to consider any claim of which the adverse party has not had reasonable notice prior to the arbitration hearing.

190. Extension of Time Limits. The time limits in this Article XXII may be extended by written mutual consent of the parties concerned. Failure of either party to abide by the time limits set forth herein shall result in the automatic advancement of the grievance to the next level, except that failure of the Association to notify Oakland that it wishes to arbitrate within thirty (30) days after receipt of the notice provided in paragraph 186 shall result in the grievance being deemed settled on the basis of the Step Two decision of Oakland.

191. Association Rights. The Association shall have the right to be present at any meeting conducted under the provisions of paragraphs 185 to 187 above.

ARTICLE XXIII

GUARANTEE OF RIGHTS

192. a. There shall be no discrimination against any bargaining unit faculty member or against any applicant for employment by reasons of age, race, creed, marital status, color, sex, religion, national origin, or citizenship.

b. Notwithstanding any other provision of this Agreement, the parties recognize the necessity for Oakland to comply with federal and state civil rights laws and the agency regulations issued relative thereto. Therefore, in order to insure compliance with the above laws, orders, and regulations, Oakland may establish procedures and require adherence to them so that its operations are in compliance with these laws and regulations. If such policy or procedure is in conflict with an existing policy or procedure developed by a faculty entity pursuant to this Agreement, the Association shall be given the opportunity to comment on the Oakland procedures prior to implementation.

193. Personnel Files. A bargaining unit faculty member, or former bargaining unit faculty member, has the right to know of the existence and location of each file maintained on him/her by Oakland that might be used relative to the employee's qualifications for employment, re-employment, promotion, and/or disciplinary action. Such an individual shall have access to all materials placed in those files except initial employment references, confidential materials placed in the personnel files prior to August 15, 1979,

and those materials subject to confidentiality under the 1979-82 Faculty Agreement.

On giving reasonable notice, the individual shall have access to these files during normal business hours under conditions which protect the integrity of the files, and he/she shall have the right to copies of non-confidential materials in his/her files at his/her own expense. He/she may, at his/her option, designate in writing a representative to examine the files subject to the access restrictions of this paragraph 193 or be accompanied by a representative of his/her choice at the time he/she himself/herself examines the files. Oakland and the individual may agree to correct or remove information from the files. If agreement is not reached, the individual may add any appropriate and reasonable explanatory materials to these files. If Oakland removes from these files materials to which the explanatory materials refer, the explanatory materials shall also be removed.

A bargaining unit faculty member shall not be required, and/or solicited directly or indirectly, to enter into any waiver, either expressed or implied, of the right to examine any and all letters of evaluation. Any letter of evaluation which is submitted anonymously or with the condition of confidentiality after the terms of this Agreement become effective, shall be returned to the author or destroyed.

ARTICLE XXIV

DEPARTMENT CHAIRPERSON

194. A department chairperson shall have, in addition to the professional responsibilities prescribed for all other bargaining unit faculty members in this Agreement, the responsibility for exercising academic leadership in the teaching, scholarship, planning, and other activities of the department. The duties of the chairperson shall include, but are not limited to, the following:

a. Chairpersons are responsible for developing course and teaching schedules and assigning members of their department to these activities.

b. Chairpersons are responsible for implementing university regulations within their departments and for resolving, when possible, problems, disagreements, and non-bargaining unit faculty member grievances, among faculty, departmental employees, students who interact with the department, or other interested persons, at the departmental level.

c. Chairpersons are responsible for monitoring the attendance and time commitments of their departmental employees, where appropriate, and reviewing, as specified in this Agreement, the proper discharge of faculty responsibilities.

d. Chairpersons are responsible for instructing new faculty members on the responsibilities of their positions.

e. Chairpersons are responsible for submitting budget requests, establishing expenditure priorities, and administering the departmental budget within the policies established by Oakland.

f. Chairpersons are expected to make independent judgments and recommendations on all departmental faculty appointments, re-appointments, and promotions; faculty salaries; leaves of absence; travel authorizations; and other relevant departmental personnel functions, including discipline and discharge. Chairpersons are also expected to make independent judgments and recommendations on all departmental employees as appropriate.

ARTICLE XXV

APPOINTMENT DATES

195. Employment of a full-time non-visiting bargaining unit faculty member may commence at any time. However, if the period from employment to the next August 15 is less than one year, it shall not be taken into account in determining the review schedule listed in paragraph 38, unless Oakland and the bargaining unit faculty member agree otherwise, as provided in paragraph 38f. All re-appointments and promotions resulting from reviews under paragraph 41 will take effect on August 15.

ARTICLE XXVI

PAST PRACTICES

196. Educational Policy. The enumeration of bargaining unit faculty members' rights, responsibilities, and privileges in this Agreement shall not be construed to deny or diminish the existing rights, privileges, and responsibilities of the bargaining unit faculty members to participate directly in the formation and recommendation of educational policy within the University and its schools and colleges, as these rights, privileges, and responsibilities are described under the appropriate constitutional processes of the schools, the college, and the University. Such participation shall be accomplished through the traditional procedures, policies, and practices of the University Senate, the schools, and the college. Changes or modifications in such procedures shall be governed by the procedures established in such processes.

197. Existing procedures, policies, and practices of bargaining unit faculty members and Oakland as outlined by the constitutions of the University Senate and the several schools and colleges and as established by Oakland shall be continued.

198. Bargaining Unit Faculty Members' Rights and Responsibilities. The following existing rights, privileges, and responsibilities not specifically delineated by this Agreement, or by the University, school, or college constitutions or processes, or by Oakland's present operating documents shall not be abrogated or changed by either party without mutual consent:

a. The rights, privileges, and responsibilities of individual bargaining unit faculty members in the conduct of their teaching and research, including, but not limited to, the principles of academic freedom and academic responsibility.

b. The rights, privileges, and responsibilities of bargaining unit faculty members serving as department chairpersons to participate in and be responsible for the internal organization and governance of academic departments and in representing the interests of the academic department in its relations with school, college and the University.

199. In the event of conflict between such established rights, privileges, and responsibilities and the provisions of this Agreement, the terms of this Agreement shall control.

200. This Agreement shall supersede any contrary or inconsistent terms contained in any individual bargaining unit faculty member's contract heretofore in effect. All future bargaining unit faculty members' contracts shall be made expressly subject to the terms of this Agreement.

ARTICLE XXVII

UNIVERSITY CALENDAR

201. The regular academic year shall consist of two semesters, each of which shall be a maximum of sixteen (16) calendar weeks in duration. All academic instruction, including examinations, if required, will be completed within said sixteen (16) week period except that the winter term may be extended by one week to accommodate a winter break. Classes for the fall semester shall begin no earlier than the last Wednesday in August or the last Monday in August, whichever is later. The fall semester shall end before Christmas. Classes for the winter semester shall begin after New Year's Day and the semester shall end no later than April 30. In addition to the regular academic year, two (2) eight-week class sessions may be scheduled during the spring and summer months. The Association shall be consulted on the specifics of each academic calendar promulgated by Oakland. If Oakland promulgates a calendar that extends beyond the current Agreement, the Association reserves the right to bargain changes in said calendar at the time of subsequent contract negotiations.

ARTICLE XXVIII

MISCELLANEOUS PROVISIONS

202. Meeting. The parties will confer at such reasonable times as either party may request to consider problems concerning this Agreement or other matters of mutual concern.

203. Interest Succession. This Agreement will bind and inure to the benefit of the parties and their respective legal heirs, successors, and assigns.

204. Agreement Construction. The paragraph titles throughout this Agreement are merely editorial identifications of their related text and do not limit or control that text.

205. Separability. If any applicable law or decision of any Michigan or United States court or administrative body of competent jurisdiction affects any provision of this Agreement, each such provision will be deemed amended to the extent necessary to comply with such decisions, but otherwise this Agreement will not be affected.

206. Employee Conditions.

a. Keys. Upon written request, Oakland will provide each full-time non-visiting bargaining unit faculty member with a key to his/her office. Oakland will also provide each full-time non-visiting bargaining unit faculty member with access to the building in which his/her office is housed by providing a key to the building, or by providing an alternative means for immediate access. Said key(s) must be returned upon termination of employment with Oakland.

b. Bargaining Unit Faculty Member Office. Oakland will provide each full-time non-visiting bargaining unit faculty member with an adequate, suitably equipped office. Such offices need be kept in a fully serviced condition only during those hours that they are needed for regular use in connection with teaching or research.

c. Faculty Assignment of Assistants. Following assignment by Oakland, undergraduate or graduate assistants may be assigned to bargaining unit faculty members by their departments for the purpose of assisting such bargaining unit faculty members in carrying out their professional responsibilities as related to their job assignments.

d. Parking. Adequate parking space will be provided for all bargaining unit faculty members at no cost to said members.

e. Professional Supplies and Services. Oakland will provide the professional supplies and equipment, including laboratory facilities, and support services for bargaining unit faculty members at levels adequate for the performance of the professional responsibilities required of bargaining unit faculty members by this Agreement.

ARTICLE XXIX

MINIMUM TERMS

207. This Agreement states the minimum terms and conditions for employment or continued employment of a bargaining unit faculty member, and Oakland shall not employ a bargaining unit faculty member on terms less

favorable to him/her than those stated herein. In the event Oakland wishes to employ or continue employment of a bargaining unit faculty member on terms more favorable than those specified herein, it may do so in the following manner:

a. In the case of a full-time non-visiting bargaining unit faculty member already employed by Oakland, increases in compensation or other benefits that exceed the terms of this Agreement shall be given only with the prior agreement of the Association.

b. In the case of a prospective bargaining unit faculty member, Oakland may offer employment on terms and conditions of compensation or other benefits that exceed those provided by this Agreement so long as the Association is notified of the terms and conditions of such employment.

ARTICLE XXX

AMENDMENT

208. In reaching this Agreement Oakland and the Association have considered all matters lawfully subject to collective bargaining.

209. This Agreement may be amended or supplemented only by further written agreement between the parties. A party desiring amendment or supplement will notify the other party in writing, stating the substance of the amendment or supplement desired, but the other party will not be obligated to agree to any proposed amendment or supplement.

ARTICLE XXXI

EXCHANGE OF INFORMATION

210. Oakland shall make available to the Association, within a reasonable time after receiving a request, all information that is reasonably required or legally necessary for the negotiation and implementation of a collective bargaining agreement. Nothing in this paragraph shall be construed to require Oakland to compile information and statistics in the form requested if such data is not already compiled in the form requested.

211. Notices and Addresses. Any notice required to be served on Oakland under this Agreement will be delivered to Oakland's Office of the Senior Vice President for University Affairs and Provost. Any notice required to be served on the Association will be delivered to the Association's Office in 201 Pryale Hall or at such other place as the Association and Oakland may direct by written notice served upon the opposite party.

212. Any notice required to be served on a bargaining unit faculty member under this Agreement will be mailed to him/her at his/her campus address.

ARTICLE XXXII

EFFECTIVE DATE AND DURATION

213. This Agreement will be effective from 12:01 a.m. (prevailing Rochester time) August 15, 1985, to midnight (prevailing Rochester time) August 14, 1988, subject to reopening by either party on or after May 15, 1988.

ARTICLE XXXIII

APPENDICES

214. All appendices designated hereafter as Appendices A, B, C, D, E, and F shall be deemed a part of this Agreement, and shall be fully enforceable under the enforcement procedures hereof.

215. The signatures hereon shall be applicable to each of the various written agreements to which each party has committed itself in the same manner and in the same effect as if physically subscribed hereon.

216. The parties hereto, each by its duly authorized officials and representatives, hereby accept this Agreement and each and all terms and conditions thereof.

OAKLAND UNIVERSITY CHAPTER
AMERICAN ASSOCIATION OF
UNIVERSITY PROFESSORS

by William G Hammerle
William G. Hammerle
President

by Paul Tomboulian
Paul Tomboulian
Chief Negotiator

BOARD OF TRUSTEES OF
OAKLAND UNIVERSITY

by
Robert J. McGarry
Vice President for
Finance and Administration
Treasurer to the
Board of Trustees

by
William W. Connellan
Chief Negotiator

by Willard C Kendall
Willard C. Kendall
Director of Employee
Relations

28 Oct 1985
Date

APPENDIX A

UNIVERSITY SALARY LEVELS

Minimum Salary

Level	1985-86	1986-87	1987-88
70	15793	16424	17246
71	16393	17048	17901
72	17017	17698	18583
73	17663	18370	19288
74	18284	19016	19966
75	18924	19681	20665
76	19588	20371	21390
77	20276	21087	22141
78	20926	21763	22851
79	21601	22465	23588
80	22294	23186	24345
81	23014	23934	25131
82	23755	24705	25940
83	24428	25405	26675
84	25119	26123	27429
85	25829	26862	28205
86	26565	27627	29009
87	27317	28409	29830
88	28090	29214	30674
89	28778	29929	31425
90	29480	30660	32193
91	30202	31411	32981
92	30941	32178	33787
93	31699	32967	34615
94	32478	33777	35466
95	33268	34599	36329
96	33895	35251	37013
97	34555	35937	37734
98	35215	36623	38454
99	35876	37311	39176

Rank	Normal Levels	Longevity Levels
Instructor	70-78	
Assistant Professor	73-84	
Associate Professor	80-90	91
Professor	85-96	97-99

APPENDIX B

PAY AREA FACTORS
1985-86

PAY AREA	FACTOR
Eye Research Institute	1.082
Library	1.022
School of Economics and Management	1.215
School of Engineering and Computer Science	1.209
School of Health Sciences	1.108
School of Human and Educational Services	
Pay Area I	1.087
Pay Area II	1.055
Pay Area III	1.020
School of Nursing	1.095
Department of Art and Art History	1.026
Department of Biological Sciences	1.083
Department of Chemistry	1.083
Department of English	1.026
Department of History	1.027
Department of Linguistics	1.026
Department of Mathematical Sciences	1.126
Department of Modern Languages and Literatures	1.026
Department of Music, Theatre and Dance	1.032
Department of Philosophy	1.026
Department of Physics	1.080
Department of Political Science	1.060
Department of Psychology	1.060
Department of Rhetoric, Communications, and Journalism	1.026
Department of Sociology and Anthropology	1.060

APPENDIX C

PERSONAL FACTORS

Level	Mid-Range	Maximum
70	1.030	1.060
71	1.035	1.070
72	1.040	1.080
73	1.045	1.090
74	1.050	1.100
75	1.055	1.110
76	1.060	1.120
77	1.065	1.130
78	1.070	1.140
79	1.075	1.150
80	1.080	1.160
81	1.085	1.170
82	1.090	1.180
83	1.095	1.190
84	1.100	1.200
85	1.105	1.210
86	1.110	1.220
87	1.115	1.230
88	1.120	1.240
89	1.125	1.250
90	1.130	1.260
91	1.135	1.270
92	1.140	1.280
93	1.145	1.290
94	1.150	1.300
95	1.155	1.310
96	1.160	1.320
97	1.165	1.330
98	1.170	1.340
99	1.175	1.350

APPENDIX D

STUDENT-FACULTY RATIO

Oakland agrees that it will maintain a student-faculty ratio for each fiscal year calculated as follows:

$$\frac{\text{FYES for the fiscal year}}{\text{FTE for the fiscal year}} = 20.7$$

The student-faculty ratio is defined as the ratio of fiscal year equated students (FYES) to full-time equivalent faculty (FTE). The FYES figure shall include every hour of credit delivered by Oakland during the fiscal year except hours delivered by applied music instructors. The conversion to FYES shall be in accordance with the following conversion formula:

31 undergraduate credits = 24 master's level credits =
16 doctoral level credits = 1 FYES

During each fiscal year, the number of full-time equivalent faculty (FTE) shall be calculated using the following instructions:

1. Faculty supported from all sources are eligible for inclusion in accordance with items 2-8 below.

2. All faculty appointed full-time for the fall and winter are to be valued at 1.0 FTE for the period, except as provided in items 5, 6, 7, and 8 below.

3. Part-time faculty appointed as Special Lecturers or Lecturers are to be valued based on the number of course credits taught (each course credit by a Special Lecturer = 0.035 FTE and each course credit taught by a Lecturer = 0.025 FTE), regardless of salary paid, with these exceptions:

   a. Applied music instructors are not to be counted in the FTE count, and

   b. Supervisors of student teachers are to be valued at 0.010 FTE per student supervised.

4. Administrators (such as deans, associate deans, assistant deans) holding academic titles defined by Article IV, paragraphs 5 and 6, are to be counted at 0.045 FTE for each course credit taught.

5. Full-time academic librarians shall be each counted as one FTE.

6. Full-time faculty members who receive overload payments for off-campus teaching in the fall or winter semesters are to be valued in excess of 1.0 FTE. The excess valuation is 0.035 FTE for each course credit taught.

7. Full-time faculty members who receive supplemental payments for teaching in the spring or summer terms are to be valued in excess of 1.0 FTE. The excess valuation is 0.045 FTE per course credit taught by faculty members assigned salary levels 70-78 and 0.040 FTE per course credit taught by faculty members assigned salary levels 79-99.

8. Full-time faculty members who are on paid or unpaid leave for part or all of the academic year, except those on research leaves, are to be included at the proportionate value their remuneration bears to full-time remuneration. Faculty members on research leaves whose duties are assumed by others during the absence are to be excluded. Faculty members who are laid off shall be included at the proportionate value their actual remuneration bears to their annual remuneration.

The calculated ratio and the FYES and FTE data, both actual and projected for the fiscal year, will be made available by Oakland to the Association at the end of the fall, winter, and spring terms. All data on which Oakland's calculations are based will be made available to the Association if requested.

No grievance shall be permitted in the event that the FTE required by Appendix D plus the FTE supported with federal or special funding exceeds the actual number of FTE during any fiscal year by six or fewer FTE.

APPENDIX E

RESEARCH FUNDS

Oakland agrees that it will provide funds for research, research leaves, and research fellowships by and for bargaining unit faculty members in an amount no less than the amount provided under this Appendix of the 1983-85 Faculty Agreement for the 1984-85 Fiscal year.

APPENDIX F

LETTER OF AGREEMENT

This letter supplements the collective bargaining agreement entered into between the Board of Trustees of Oakland University and the Oakland University Chapter of the American Association of University Professors effective August 15, 1985 through August 14, 1988.

1. Student-Faculty Ratio.

   Oakland and the Association are in agreement that as part of its duties the Academic Policy and Planning Committee shall receive periodic reports from the Provost concerning the current status of the student-faculty ratio, that it should inform itself of the process used in allocating faculty positions, and shall make recommendations to the Provost as appropriate concerning the ways of avoiding an over-ratio condition and/or overstaffing conditions in individual academic units.

2. Special Instructional Arrangements.

   Oakland and the Association agree that during the term of this Agreement it is likely that bargaining unit faculty members will engage in the development of courses for credit on photographic, magnetic or other electronic media for repeated use at Oakland, use at other institutions, or for broadcast, and/or deliver credit instruction using media packages. Further, the parties agree that, in the absence of experience with the new media, appropriate forms of compensation for bargaining unit faculty member involvement in development and use cannot be provided for in this Agreement even though it is the intent of the parties to bargain the terms of compensation in future contracts.

   It is agreed that, during the term of this Agreement, Oakland and individual bargaining unit faculty members may enter into written agreements which will permit experimentation with these new media. Said agreements may delineate such items as the form of compensation, recapture by Oakland of production costs, royalties to be paid, ownership of copyrights, and preparation of accompanying materials.

   The Association shall receive copies of all agreements entered into with bargaining unit faculty members. Oakland shall notify the Association of credit hours delivered by media courses, and of arrangements made for the internal or external delivery of Oakland credits by media courses. No agreements for the delivery of Oakland credits through media courses described herein shall extend beyond the period covered by this Agreement.

3. The medical benefits provided in paragraph 130 shall be effective for those retirees who retire under the provisions of paragraph 129 on or after August 15, 1986.

4. The $55,000 figure in paragraph 129 is applicable for individuals retiring in 1986. Thereafter, it shall be adjusted annually for the lift of scale, as reflected in the salary minima table in Appendix A.

5. No later than July 1, 1986, Oakland shall establish formal hiring procedures for bargaining unit faculty members. Oakland shall provide the Association the opportunity to comment on such procedures prior to implementation.

6. Oakland and the Association agree to establish, no later than January 15, 1986, an advisory committee to study professional liability insurance coverage.

7. Tuition Waiver. The tuition waiver provision for children of retirees described in subparagraph 122.b. becomes effective on August 15, 1986, and shall apply with respect to bargaining unit faculty members retiring on or after that date.

8. For the purposes of paragraphs 102 and 103, the 1984-85 salaries of continuing visiting bargaining unit faculty members shall be deemed to include the 4% indexing payment for those visiting bargaining unit faculty members who received the payment.

9. The final index payment of 4% provided for by the 1983-85 Faculty Agreement shall be paid by October 1, 1985.

10. In order to permit an orderly transition to the requirements of paragraph 79, including an adequate time for academic units to develop the required procedures, paragraph 79 shall not become effective until the 1986-87 academic year. During 1985-86, it is agreed that the provisions of paragraph 82 of the 1983-85 Faculty Agreement shall remain in effect.

11. Faculty Research Leaves and Fellowships. The sum of $5,000 will be distributed equally among the recipients of faculty research fellowships awarded in the first half of calendar 1985. Association grievance S/1/85 concerning those fellowships shall be thereby fully and finally resolved. The Association and Oakland will establish a joint committee to review the use of and practice concerning faculty research leaves and fellowships and to make recommendations to Oakland concerning the same.

LETTER OF INTENT

It is the intent of the parties to encourage academic units or groups of academic units to propose solutions to overcome overstaffing conditions. Two possible solutions which academic units are urged to consider are in-load spring and summer teaching and long-term assignment of some teaching responsibilities in academic units other than the one in which a faculty member holds primary appointment. The parties urge academic units to address these problems on a voluntary basis.

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LETTER OF INTENT

SPECIAL SABBATICAL SUPPORT

It is the intent of the parties to encourage the taking of full-year sabbatical leaves rather than part-year sabbatical leaves. Therefore, applicants applying for full-year sabbatical leaves commencing no later than August 15, 1989, may also file a request with Oakland for additional support in accordance with such procedures as are established by Oakland.

Oakland
UNIVERSITY
Rochester, Michigan 48063

"END OF DOCUMENT"